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The Solicitors' Journal

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July, 1935.

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The Solicitors' Journal

VOL. LXXIX. **Saturday, July 13, 1935.** No. 28

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Current Topics.

The Great Seal.

THE announcement that His Majesty has been pleased by letters patent to appoint the EARL OF ONSLOW, Mr. RAMSAY MACDONALD, LORD HEWART and LORD HANWORTH to be Commissioners for the care and custody of the Great Seal during any absence of VISCOUNT HAILSHAM, Lord High Chancellor, from the United Kingdom, is a reminder that due provision has to be made for the safe custody and use of this emblem of sovereignty during any vacancy of the Chancellorship or during the Chancellor's temporary absence from the realm. The necessity for precautions being taken to ensure its safe custody, not merely when the Chancellor is absent, but when he is in this country, is obvious, although the description of the means taken to this end as given by Mr. SOLOMON PELL in a classic work with which we are all familiar, namely, that it always reposes on a dumb waiter at the Chancellor's right hand, "and a man in a bagwig and suit of armour guarding the mace with a drawn sword and silk stockings, which is perpetually done, gentlemen, night and day," must be set down to the vivid, but not exact, imagination of the narrator. From very early times, says LORD CAMPBELL, there had been a custom of occasionally giving the Great Seal into the joint custody of several persons, who held it under the Chancellor, or while the office was vacant. Immediately after the revolution in 1689, Serjeant MAYNARD and two other lawyers were appointed by a commission under the Great Seal to execute the office of Lord Chancellor, but doubts being started as to their powers and precedence, a statute was passed providing that Commissioners so appointed should have all the authority of the Lord Chancellor or Lord Keeper, one of them being empowered to hear interlocutory motions, and the presence of two being required at the pronouncing of a decree or affixing the Great Seal to any instrument, the Commissioners to rank next after peers and the Speaker of the House of Commons. Apart from the provision necessarily made for the custody and use of the Great Seal during the temporary absence of the Lord Chancellor from the realm, Commissioners have sometimes been appointed during a vacancy in the tenure of the office. For example, on the resignation of LORD COTTENHAM in 1850, three Commissioners, LORD LANGDALE (Master of the Rolls), Vice-Chancellor SHADWELL, and BARON ROLFE were appointed Commissioners, and they acted till the appointment of LORD TRURO as Lord Chancellor a short time afterwards.

Business of Courts: Lord Justice Greer.

GIVING evidence before the Royal Commission on the Dispatch of Business at Common Law last Friday week, GREER, L.J., intimated that the substance of all the justifiable criticism of the existing state of affairs was that the remedy provided for those who believed their rights to have been invaded by an action in the High Court, was in important respects so unsatisfactory that such persons would do anything rather than resort to that remedy. It was a mistake to think that complaints were confined or mainly directed to the accumulation of arrears. The uncertainty as to when a case would be heard, the inelasticity of the system which prevented the convenience of the parties being sufficiently considered and the excessive cost of litigation were given as the chief reasons why cases which ought to be dealt with by the High Court were not taken there. The learned lord justice suggested by way of remedy that there ought to be enough judges to enable rules to be made providing for continuous sittings in London of sufficient judges to deal satisfactorily with the lists. With a sufficient number it should be possible to make provision for a given number of judges to be always in London in term time during a whole year, for each of those judges to have a list of actions assigned to him, and for the application of the New Procedure Rules to each of those lists. Another suggestion was that parties should be allowed to agree on one of the judges as an arbitrator to decide their dispute finally, subject only to the payment of court fees, and without appeal, except on questions of law. Such a scheme would, the learned lord justice indicated, require a very substantial addition to the number of King's Bench judges, but, it was pointed out, the High Court judges are, as compared with the numbers of judges in the leading nations on the Continent, a mere handful.

Welsh National Party's Evidence.

AMONG the suggestions made by witnesses giving evidence on behalf of the Welsh National Party was a more speedy determination by the Court of Appeal of appeals from the county courts. It was also urged that the assize judge should be familiar with the Welsh language in which a large number of Welsh people can still think and express their thoughts and give evidence with the greatest facility and confidence. The views expressed with regard to the importance of the Welsh language applied, it was said, with equal, if not with greater, force to quarter sessions, county courts and police courts. Grouping of assizes was not approved, nor was the suggestion that the number of circuit towns should be greatly limited. Such curtailment would, it was urged, be not only unpopular but also detrimental. It is interesting to note in regard to the foregoing evidence that the Council of The Law Society incline to the view that while there are some assize towns in which it seems hardly necessary to hold an assize, except possibly once a year, the assize should not be withdrawn entirely from any county. In regard to the point raised in our previous paragraph, the Council has not felt called upon to urge an increase in the number of King's Bench judges.

Assizes and Quarter Sessions.

A GOOD deal of evidence concerning the functions of the Assizes and Quarter Sessions has been given before the Royal Commission on the Dispatch of Business at Common Law, and duly recorded in this column. GREAVES-LORD, J., made the following statement in regard to the present position at the Manchester Assizes on Monday. The learned judge, whose words were reported in *The Times* of 9th July, complained that a number of cases had been sent from Liverpool which could have been dealt with at that city's Quarter Sessions. His lordship stated that it was a dereliction of duty on the part of the authorities in Liverpool to crowd out the Manchester Assizes, at which there might be far more urgent matters requiring attention. He felt rather inclined to send the cases back in order that the authorities might begin to learn that there was a proper procedure for them and not to overcrowd the assize list with cases that were not appropriate to the assizes.

Auctioneers' Licences.

IT should be explained in amplification of the notes on this subject which appeared in our last issue that the proposal to exercise some form of control over the issue of auctioneers' licences and to render the granting of such something more than a method of collecting revenue does not command the universal support of members of that profession. Thus, in evidence given recently before the Select Committee of the House of Lords which is inquiring into the licensing of auctioneers, estate agents and valuers, Mr. GORDON HANNEN, a partner in the firm of Christie, Manson and Woods, while recognising that some form of control might seem desirable in theory, expressed a doubt whether in practice any serious harm was done under the existing régime. An auctioneer without goodwill might, he said, just as well be without his hammer. The difficulty about introducing a system of control was that a licence might then be regarded as to some extent a certificate of character. The witness did not think bogus auctions were very widespread. Taking all the auctioneering that went on day by day up and down the country they would not amount to more than a fraction of 1 per cent. of the whole—and they were probably attended by unintelligent people for the most part. Mr. JOHN STEVENSON, secretary of the Incorporated Society of Auctioneers, while agreeing that mock auctions form only a very small part of all auctioneering, did not assent to the view that they are only attended by foolish people. This witness referred to another abuse, namely, to the practice of taking country houses and filling them with furniture and pictures which were sold at a considerable profit. Mr. L. BROOKS thought that there had been a good deal of exaggeration in what had previously been said about "rigged" auctions. Another question touched upon was the possible loss to the State by the employment of inexpert valuers in probate cases. Mr. HANNEN thought that cases of valuations much below the market price were in a minority. The average fine art valuer knew his business to a sufficient extent, and auctioneers and valuers who occasionally had to deal with business outside their ordinary range applied to specialist firms for assistance. Mr. H. M. STANLEY, president of the Chartered Surveyors' Institution, who with Sir JOHN OAKLEY, vice-president, and Major A. H. KILLICK, secretary, gave joint evidence on behalf of that body, indicated his impression that the revenue does not lose in the manner suggested above. He favoured the answering of certain questions by the filling in of forms by applicants for licences and also (except for members of recognised organisations) endorsement of such applications by responsible persons, as in the case of passports. The insistence on some proof of the technical qualifications of valuers, as in the case of the legal and medical professions, was regarded as impractical. The licensing system should be worked through the county courts, or, if they were too busy, the licensing committees of the county councils. Mr. BROOKS favoured the utilisation of the magistrates' courts for this purpose.

Chief Constables' Association.

EVIDENCE submitted on behalf of the Chief Constables' Association was in accordance with that already given in regard to the prevalence of "mock" auctions. These, it was indicated, are not sufficiently numerous at present to justify describing them as a great evil, but, where they are encountered—and this in great part is in seaside resorts—they are usually conducted by convicted persons or persons of doubtful character. These were usually successful in avoiding infringement of the law as it now stands, though there were several instances of convictions. A tendency of the number of these sales to decrease is balanced by evidence that the number of fraudulent house agents is increasing. Reference was made to one large seaside resort where five such persons have been convicted during the last two years, it being known to the police when they commenced business that they were of bad character. Restrictions on the granting of licences would, it was thought, by the mere knowledge of their existence, have a beneficial effect in curtailing the activities of auctioneers of questionable character. The Association advocated some kind of supervision over the issue of licences—preferably by way of inquiry before a licence was granted or renewed. The grant or renewal of auctioneers', house agents' and valuers' licences should be subject to good character, two referees of repute and some guarantee of financial status. The authority granting licences should be invested with powers of refusal and suspension in the cases of persons convicted of offences involving fraud or dishonesty, or of persons subject to proceedings for bankruptcy, while particular attention should, it was urged, be paid to offences committed in connection with the business in question.

Ribbon Development Bill in Committee.

SEVERAL points of interest have arisen in the course of the consideration of the Restriction of Ribbon Development Bill by a Standing Committee of the House of Commons last Tuesday and on the previous Thursday. One amendment which has been accepted involves the deletion of the words "with a view to providing for adequate and safe passage for traffic along any road" in cl. 1, which empowers highway authorities to adopt, by resolution, standard widths for roads. In the course of a discussion on another amendment, the Minister of Transport referred to a new clause which he had put on the order paper which would provide for the removal of the restrictions on building development imposed by cl. 2 along the frontages on classified roads, in the case of built-up areas, on application by a local authority to the Minister. The provisions of cl. 2 apply automatically, and do not, like the provisions of cl. 1, depend upon a resolution of the highway authority. The new clause will necessitate a definition of "built-up area" differing from that contained in the Road Traffic Act, 1934. A proposal to delete the provision restricting access to an adopted road except with consent of the highway authority was negatived, as was also a proposal to delete the provision requiring the consent of that authority for the making of permanent excavations on land nearer to the middle of an adopted road than a distance equal to half the standard width. A new provision stipulates that before a resolution adopting a standard width is submitted to the Minister of Transport for approval, the highway authority must advertise the same in two local newspapers specifying the manner in which objection can be made by an owner or occupier of land affected. An amendment to the foregoing, which was carried against the Government, provides for advertisement also in the *London Gazette*. An amendment, which would have required the Minister to see that proper

footpaths for the safety of foot passengers and adequate margins for the safety of ridden horses or drivers of live stock before approving a highway authority's resolution under the Act, was defeated, but Mr. HORE BELISHA said that he would consider before the Report stage inserting some words that would make it perfectly plain to highway authorities that Parliament desired footpaths to be provided for the use of all classes of road users.

Insolvency of Insurance Companies.

THE hardship which may result, both to the person indemnified under a policy and to one entitled to compensation for an injury, from the insolvency of an insurance company has been brought out in more than one recent case, and the statutory duty to insure against third-party risks in motor car policies renders only more obvious the necessity for greater powers of control on the part of the State over companies undertaking business of this character. The Assurance Companies (Winding-up) Bill, which was introduced in the House of Lords recently, copes with the position by empowering the Board of Trade, by notice in writing, to require an assurance company to furnish to the Board such explanations, information, accounts, balance sheets, abstracts, and statements as the Board may consider necessary for the purpose of determining whether the company is insolvent, or was insolvent at any date (not earlier than the close of the period to which the last deposited accounts and balance sheet of the company relate), specified in the notice. The Board may require the foregoing particulars to be signed by directors and officers of the company and to be accompanied by documents to be certified as correct by an auditor or an actuary approved by the Board, or both auditor and actuary. In the event of failure to comply with the requirements of a notice the Bill empowers the Board to serve a further notice to the effect that they propose to appoint one or more inspectors to investigate and report on the affairs of the company and, on objection being raised, the Board may apply to the court for leave to appoint, which leave is to be granted unless the court is satisfied by the company that such appointment cannot reasonably be required.

Vehicles Lighting Regulations.

THE attention of readers may be drawn to the recently issued draft regulations on the subject of the lighting of road vehicles. These, the Road Vehicles Lighting Regulations, 1935, are to supersede the Road Vehicles Lighting Regulations, 1929, the Road Vehicles Lighting (Amendment) Provisional Regulations, 1933, and the Pedal Cycles (White Surface) Provisional Regulations, 1934. It is not proposed to enlarge here upon the contents of the new regulations which have received sufficient publicity in the daily press, but it may be shortly noted that the regulations provide that from 19th April, 1936, the beam from any electric lamp exceeding 6 watts in power fitted to a motor vehicle shall either be permanently deflected or capable of deflection to such an extent that it is incapable of dazzling any person standing on the same horizontal plane as the vehicle at a greater distance than 25 feet from the lamp and whose eye-level is not less than 3 feet 6 inches above that plane. We have dealt with the question of head-light dazzle in this column, and it is satisfactory to be able to record the measures which are to be taken to secure the removal of a real source of inconvenience and danger. Other matters dealt with by the new regulations are the height at which head and rear lamps may be carried and the use of headlights on stationary vehicles. The Transport Advisory Council and the Committee on Road Safety have been consulted in the preparation of these draft regulations, and their assistance is gratefully acknowledged by the Minister of Transport.

Particulars on Criminal Appeals.

READERS' attention should be drawn to the adjournment of the application of CECIL SWANLAND for leave to appeal against his conviction at Croydon Quarter Sessions for breaking into the bullion room at Croydon Aerodrome and stealing three boxes of gold. According to the report in *The Times*, the LORD CHIEF JUSTICE pointed out that the grounds of appeal were stated in general terms without any particulars whatever. They did not wish the appellant to suffer for that error, and the appeal would be adjourned for those particulars to be furnished. The appeal was thereupon adjourned for a week by the Court of Criminal Appeal which consisted of the LORD CHIEF JUSTICE and SWIFT and LAWRENCE, JJ.

Recent Decisions.

IN *Dewar* v. *Commissioners of Inland Revenue* (79 SOL. J. 522), the Court of Appeal, consisting of LORD HANWORTH, M.R., and ROMER and MAUGHAM, L.JJ., held, affirming a decision of FINLAY, J., that the respondent was not assessable to sur-tax in respect of a sum of £40,000, which represented interest at the statutory rate on a legacy from one year after the death of the testator. The respondent decided to allow the question of interest on the legacy to stand over. It was not, the learned Master of the Rolls observed, a case where the legatee had exercised his own volition and directed the retention of the sum. The words "profits or gains arising and accruing" in Sched. D, cl. 1 (*a*), of the Income Tax Act, 1918, could not be regarded as applicable to cl. 1 (*b*) where they did not appear. Nor was the sum in question covered by r. 1 of Case III, which dealt with a sum in fact received.

Tynedale Steam Shipping Co. Ltd. v. *Anglo Soviet Shipping Co. Ltd.* (79 SOL. J. 523), is a decision on a charter-party in the form of the Baltic and White Sea Conference Uniform Time Charter, 1912, as revised 1920, commonly known as the Baltime Charter. It was held on a special case stated, by arbitration, for the opinion of the court under s. 9, sub-s. (1), para. (*a*) of the Arbitration Act, 1934, first, that the shipowners were not entitled to hire for the steamer in question in respect of the time occupied in discharge of cargo, the steamer having lost her foremast and being in consequence able to discharge only the after-part of her cargo with her own winches; and secondly, that the additional costs of discharge, e.g., by the provision of floating derricks, fall on the owners and not on the charterers. Leave to appeal was given, GODDARD, J., intimating that it was a very proper case for such.

In *Croxford and Others* v. *Universal Insurance Co. Ltd.* (*The Times*, 6th July), it was held that the defendants were, under s. 10, sub-s. (1), of the Road Traffic Act, 1934, bound to satisfy a judgment obtained against one who had been insured by them against third-party risks, but whose certificate had been properly cancelled, although the events giving rise to the claim occurred prior to the coming into operation of the above-mention section of the Road Traffic Act on 1st January, 1935. The judgment was obtained on 6th February, 1935. HORRIDGE, J., intimated that the real question was whether the judgment was obtained before or after the coming into operation of the section. A conclusion that the defendants were liable did not mean that the section was retrospective.

IN *Manchester Corporation* v. *Markland* (*The Times*, 9th July), the House of Lords, dismissing an appeal from the Court of Appeal, which had upheld a decision of MACNAGHTEN, J., held that the appellants, who were water undertakers under the Manchester Corporation Waterworks Act, 1897, and amending Acts, were liable in damages to the widow of one who was killed through the skidding of a motor car on water which had leaked from a burst service pipe and become frozen. The decision is of considerable importance to local authorities and others responsible for the supply of water. The decision turned upon what amounted to reasonable precautions to secure the bringing to the corporation's notice leaks in their system. Periodical examinations and tests made at various stop-cocks and hydrants involving a visit to any given spot about once in nine days were, it was held, insufficient to discharge the foregoing obligation.

The Law relating to Legal Aid and Trade Protection Societies.

III.

(*Continued from p.* 493.)

We have now to consider the consequences to the society of the commission of the offence of maintenance.

First, it will be liable to a civil action at the suit of the opposite party in the maintained action, whether defendant or plaintiff. It will be no defence that the maintained claim or defence was *bonâ fide* or that the society had reasonable cause for believing that the maintained party was justified in bringing or defending the proceedings; nor is even the fact that the latter actually succeeded in establishing his claim or defence and that judgment was given in his favour a bar to the action. (See *Oram* v. *Hutt* [1914] 1 C. 98; *Neville* v. *London Express Newspapers Ltd.* [1919] A.C. 368.) As the law now stands, the speculative character of the maintained action is wholly immaterial, except in the special case of maintenance by a solicitor. This rule is now so well settled that it cannot be overruled, except possibly by the House of Lords. It has nevertheless been subjected to severe criticism, notably by Lord Shaw in *Neville's Case*, and it may lead to unfortunate consequences since *bonâ fide* legal aid societies dealing only with proper litigation may by reason merely of their constitution suffer the penalties of maintenance, while others which take up cases of a purely speculative character may be so framed as to escape liability.

Secondly, the society will be guilty of the misdemeanour of maintenance, which is punishable with fine and imprisonment without hard labour. The term "society" however, requires some limitation. If the society is in reality a business run by the proprietors for their own profit and in which the members have no pecuniary interest, it seems clear that the former only could be liable either civilly or criminally, though perhaps the paid officers might be guilty of abetting the misdemeanour. If the society is one in which the members have a real interest in the management, the liability will be upon the managing committee responsible for the conduct of the actions. Lest it should be supposed that the criminal law of maintenance is altogether a dead letter, it may be mentioned that in January this year three men and a legal aid society were accused at Liverpool Police Court of conspiracy to excite and maintain suits, champerty and barratry.

It is possible also that a society which knowingly took up a speculative action might be held guilty of conspiring with its solicitor to maintain; or it might be convicted of abetting a misdemeanour, provided, of course, in either case the solicitor was so acting as to make himself criminally liable. This latter remedy might well be applied in a case where the society had an understanding with its solicitor, but was not civilly liable for maintenance, by reason of its not having assumed any liability to him for his costs.

If the society deliberately makes a practice of promoting and stirring up suits, as by sending representatives to visit the victims of road accidents in hospital, it may even be convicted of barratry. The punishment of this offence is in general similar to that of maintenance, and a case was tried at Guildford Assizes in 1889. An incorporated society could not, it seems, be indicted for maintenance, but it would still remain civilly liable. (See *R.* v. *Cory Bros.* [1927] 1 K.B. 810; *Neville* v. *London Express Newspapers Ltd.* [1917] 1 K.B., at p. 407.)

There has of late years been a considerable amount of discussion as to the enforcement of the law against the more disreputable type of legal aid society, and it has been suggested that fresh legislation is required to cope with the evil.

It is undoubtedly true that the promotion of speculative litigation is a very real danger to the community, since an innocent and unoffending person may thereby be put to great expense which he is unable to recover from the nominal plaintiff in the action; and a champertous agreement to give the maintainer a share of the proceeds, even if it be fair and reasonable when regarded from the point of view of the plaintiff and be not an imposition upon his ignorance or an unconscionable bargain, may yet be instrumental in encouraging the maintainer in a course of speculation at the expense of the public which may in the long run prove to be to his pecuniary advantage. It is now nearly a quarter of a century since Darling, J., expressed the opinion in *F.M.D.'s Case* that the courts must, if they could, put a stop to the practice of solicitors and touts improperly obtaining permission to visit prisoners awaiting trial, on the pretence that they were instructed by relatives, but really with a view to obtaining the conduct of their defences; and since that time the hospitals have been inundated with a flood of representatives of legal aid societies—"corpse hunters," as Judge Franklin has recently dubbed them—seeking to obtain instructions from the victims of road accidents. And, as the same learned judge said in another case (*Danzey* v. *Metropolitan Bank of England and Wales*, 28 T.L.R. 327), the fact that a solicitor may be out of pocket if he takes upon him the conduct of litigation which fails is not a sufficient deterrent to prevent him from indulging in such speculation. The difficulty of putting a stop to the practice is, of course, the humble position of the majority of the persons who resort to societies of this nature; but if the criminal law could be invoked in a few extreme cases, it is probable that little more would be heard of the evil.

In the good old days maintainers received short shrift, as may be seen from the dramatic report of *Saulkel's Case* (1652), Het. 79, which is worth quoting verbatim. Here a master came and "spoke at the Bar as if he had been of counsell with his servant. Crawley said to him 'Are you a party to this suit; or for what cause do you speak at the Bar?' And he answered that he had done this for his servant. And if he had done anything against the law he knew not so much before. Hutton said . . . 'That that you have done is apparent maintenance.' And the King's Sergeant prayed that he may be awarded to the Fleet and pay a fine. And Hutton upon advice sent him to the Fleet."

It remains to consider the terms upon which a solicitor may properly act for a legal aid society.

The court has so far declined, when dealing with the case of solicitors acting on illegal terms for such societies, to consider what connection a solicitor may lawfully have with a *bonâ fide* society of this nature. It seems clear, however, on principle, that, provided the litigation is not of a speculative character, he may so act on any terms as between himself and either the society or the client which would be lawful if he were retained by the client direct. The cases of *Turner* v. *Tennant*, 10 Jur. Q.B. 429, and *In re Stretton*, 14 M. & W. 806, and others, have established that a solicitor may in a proper case agree with his client that the payment of his taxed costs shall be conditional upon success in the action, or that they shall be reduced in any manner in the event of failure. But he can neither agree to receive a bonus over and above such costs in the event of success, nor can he make any agreement under the Solicitors Act, 1932, or otherwise which he can set up against the client fixing a lump sum to be payable in lieu of his taxed costs on such a contingency. The receipt of any share of the damages recovered would probably render him liable for champerty, since, although the speculative character of the litigation is probably in the case of solicitors essential to constitute the offence of maintenance, it seems to be the better opinion that is not so in the case of champerty.

Where the litigation is to the solicitor's knowledge specu lative and improper, different considerations arise.

It is the duty of a solicitor to know the law and to warn his client against commencing an action when he knows that there is a perfectly clear point against his claim, and if the client persists in instituting proceedings, he should refuse

to act for him in the litigation. If he does agree to act, he may be ordered personally to pay the costs of the opposite party if his own client cannot do so, or to indemnify his client against such costs; and he will also be guilty of professional misconduct.

But there is another class of case where the validity of the claim is doubtful, but the solicitor has satisfied himself that an honest case exists. There is nothing improper in his taking up such cases for an impecunious client and taking the risk of losing his costs, provided he acts from proper motives. Indeed he ought not to set himself up as a judge of his client's case, and has no right to forsake him on mere suspicions of his own as to the chances of success. Authority for these propositions will be found in *Ward* v. *Procter*, 7 T.L.R. 244; *Re Cooke*, 33 Sol. J. 397; *Danzey* v. *Metropolitan Bank of England & Wales*, 28 T.L.R. 327; *Wiggins* v. *Lavy*, 44 T.L.R. 721, and cases there cited.

The whole subject is one of great difficulty, as was recently pointed out by Lord Hanworth, M.R., in *Wiggins* v. *Lavy*. It seems, however, clear that if in the first class of case a solicitor actively stirs up litigation by lending money or by giving his professional services to his client on an express agreement that the latter is to be liable to him for costs only in the event of success, or that such costs are to be reduced if the action fails, he will be guilty of maintenance. Such conduct is precisely "the stirring up of suits and making bargains to follow them" which Rolle, L.J., declared to be unlawful in the old case of *Smith* v. *Andrews* (Sty. 183), and constitutes a branch of that speculation in litigation by attornies against which the Statute of Westminster the First has been said to be directed. (*Anderson* v. *Radcliffe*, E.B. & E. at p. 828, cf. *In re Masters*, 1 Hi.W. 348.) In the absence of such express agreement capable of converting the solicitor's retainer into an unlawful contract under which his professional acts become acts of unjustified maintenance, or of some other evidence (such as an indemnity given to the client against costs) that the solicitor has really promoted the action on his own behalf in order to make costs, it is submitted that he cannot be held guilty of maintenance, even if he knows in fact that the client can only pay him his costs if he wins the action. It seems, indeed, never to have been the law that a solicitor could be held liable for maintenance from the mere fact that he acted in his professional capacity in speculative litigation, unless he actively deceived the court as to the true facts in order to obtain a judgment; his professional services to his clients were by the Statute Articuli super Chartas excused from the statutory law of maintenance altogether.

But in the second class of case the solicitor will probably not be liable for maintenance merely by reason of an arrangement as to costs which would ordinarily be lawful. If however, he makes an agreement with his client by which he is to receive a share of the property, he will, it seems, be guilty of champerty, since, as Atkin, L.J., pointed out in *Wild* v. *Simpson* [1919] 2 K.B. at p. 562, a solicitor acting under such an agreement is, in all cases, deemed to be an unlawful meddler; and this view is supported also by the comments of Lord Coke on the Statute Articuli super Chartas in the Second Institute at p. 563.

In *Hilton* v. *Woods* (L.R. 4 Eq. 432), the court refused to make an order for costs in the plaintiff's favour, even though judgment was given for him in the action, on the ground that he had made a champertous agreement with his solicitor and the costs would go to him.

In regard to punishment for professional misconduct, in two more recent cases (*In re a Solicitor: Ex parte The Law Society* [1912] 1 K.B. 302; *In re a Solicitor: Ex parte The Law Society*, 29 T.L.R. 354), solicitors who have acted on champertous terms for legal aid societies and who appealed to the Divisional Court against orders of the Committee of The Law Society were treated with conspicuous leniency. In the first, the solicitor was suspended for a year only; but it was doubtful whether he was in fact still in practice; in the second, where evidence was given that he had ceased to act on champertous terms on hearing of the earlier decision he was merely ordered to pay the costs.

But in *In re F.M.D.* (56 Sol. J. 93), where the solicitor was guilty of "covering" his two clerks, who carried on practice as solicitors under his name and who also acted for the North London Legal Aid Society which really consisted solely of one of themselves, the solicitor was struck off the Rolls and ordered to pay the costs, while the two clerks were convicted of conspiring to pretend that one of them was a solicitor.

It is probable that the Committee of The Law Society would now adopt a stricter attitude towards professional misconduct of this nature; while the offence of "covering" must now by statute in all cases be punished by striking the solicitor off the Rolls.

A solicitor must not form, or be party to the formation of, a legal aid society which he is to finance and control with a view to using it as an adjunct to his business as solicitor, nor must he solicit business for such a society without disclosing his connection therewith with a view to procuring the business of recovering debts. In the case of *In re a Solicitor: Ex parte The Law Society* [1912] 1 K.B. 302, it was held that each of the above acts amounted to professional misconduct, apart from the champertous terms of the remuneration the solicitor was to receive from the society.

Neither may a solicitor tout for business; nor must he obtain permission to visit either prisoners in gaol, or, it is submitted, the victim of street accidents in hospitals, for the purpose of obtaining the conduct of their cases. If a solicitor makes a practice of stirring up litigation in this manner he might even in an extreme case be found guilty of barratry.

Conviction of this offence may entail very severe penalties, since it operates as an absolute bar to his practising in the High Court on penalty of being summarily sentenced to seven years' penal servitude. But for this very reason it is unlikely that a conviction would now be obtained, except possibly in a very extreme case.

Further, as Lord Romilly said (*Williams* v. *Page*, 24 Beav., at p. 667), "it is extremely difficult to draw the proper boundary between advice, encouragement and instigation of a client to institute a suit, and all these may proceed from an earnest desire to redress the wrongs suffered by a poor and uninfluential person." It is hardly likely that the court would now emulate the sentence pronounced in *Aylwin's Case*, (1655), Sty. 483, where a solicitor who had committed barratry and obtained money by false pretences was fined £50, struck off the Rolls, and "put over the Bar" by the Tipstaff. The court would probably nowadays take the view that such offences are better left to be dealt with by the Disciplinary Committee of The Law Society, and be content with merely ordering him to pay the costs.

(*Concluded*).

The New Rules as to Exhibits.

In the course of a case in the Commercial List on 20th June, *Friedlander* v. *Lloyds Bank*, Goddard, J., drew the attention of counsel to the new rules whereby documents "put in" must now be marked and identified in view of an eventual appeal. Humphreys, J., on the same day, made a similar statement, saying: "It is the duty of the solicitors, so soon as the case is over, to ask the associate for the return of their documents and to retain them, still marked and identified, so that they will be available in the event of an appeal." (*The Times*, 21st June.)

The new rules referred to were made by the Rule Committee of the Supreme Court, on 31st May, 1935 (No. 1, of 1935),

and will henceforth be inserted as Ord. XXXVIIIB (following upon Ord. XXXVIIIA, which deals with *New Procedure Rules*).

It is a very short Order consisting of four rules and headed "*Exhibits.*"

1. By r. 1 (1) the associate must take charge of every document or object put in during an action in the King's Bench Division, which must be marked or labelled. This should indicate the party exhibiting the document, or, where more convenient, the witness who proves it, or the witness in the course of whose evidence the exhibit is put in (r. 1 (5)). A number should be attached so that all the exhibits put in by a party or proved by a witness should consecutively form one series.

This practice is familiar in the making of affidavits and will occasion no inconvenience either to solicitors or to counsel. Moreover, it will make it much easier both before and during an action (as well as on appeal), to identify a document, particularly where there are a very large number.

Where documents are put in one bundle—such as letters or bills of exchange—it will be sufficient to mark the whole bundle, e.g., "A.B.1."

"A bundle of documents may be treated and counted as one exhibit" (r. 1 (3)).

Thus there will be no need to fear any lengthy enumeration of exhibits under the new practice.

When the exhibits in the action are complete the associate must draw up a list recording their number and of each its description, the party who put it in, the witness who proved it, and any note (r. 1 (2); Form 82, Appendix K).

2. Rule 2 deals with the custody of the exhibit after the trial.

By this rule the party who has put in the exhibit must immediately after the trial apply to the associate for its return, and, "as far as practicable regard being had to the nature of the exhibit," must keep it marked and labelled, so that, in the event of an appeal, the exhibit may be produced on appeal, if required, so marked and labelled.

3. Rule 3 is a very useful provision for office copies of such lists, whereby any party may apply for and obtain for the fee an office copy of the list of exhibits for the purpose of an appeal "or otherwise." This rule applies to "*any party*," i.e., to the action referred to, as well as the party putting in the document, but must exclude a person who was not, though interested, an actual party to the case. Moreover, the purpose for which such a list can be obtained is not restricted merely to an appeal to the Court of Appeal or the House of Lords. Where an appeal does follow to the Court of Appeal the appellant must include an office copy of the list of exhibits amongst the documents supplied to the proper officer of the Court of Appeal for the purpose of the appeal. (Rule 3 (2).)

4. Finally, r. 4 applies the provisions of this Order to actions tried at Assizes in the same way as they apply to actions tried in the King's Bench Division, the Clerk of Assize having the responsibility of seeing that the duties imposed on the associate are carried out by a circuit officer. (See Supreme Court of Judicature Act, 1925, s. 80.)

The Order applies to actions in the King's Bench Division only, thus excluding actions and other proceedings in the Chancery, or the Probate, Divorce and Admiralty Division.

The Order appears to have been modelled upon the rules which (as Humphreys, J., pointed out) have "long been the practice in criminal cases." By s. 15 (3) Criminal Appeal Act, 1907, exhibits in a criminal trial, where the person convicted is entitled to appeal, must be kept in the custody of the court, in accordance with rules of court, subject to a power of conditional release. By r. 8 (*a*) made under that Act, unless the judge makes a special order, exhibits are returned to the custody of the person producing the same, to be retained pending appeal and then to be forwarded as required ("Archbold's Criminal Pleading, (1934)," 39th ed., pp. 313, 314).

Thus, in the matter of making a list of exhibits and of the custody of these exhibits after trial, the procedure in an action in the King's Bench Division and the procedure in a crimina trial are now, broadly speaking, similar. In the civil case however, the party is entitled to the return of his exhibits whereas in a criminal case the judge may make a special order

The Public Trustee's Report.

THE annual report of the Public Trustee for the year ending 31st March, 1935, which has just been published* shows that notwithstanding the competition of banking and other trustee corporations, the public support of the only state-owned trustee organisation remains unabated. The number of new cases accepted during the year was 1,003, compared with 994 in the previous year, and the total value of new business undertaken (including accretions to existing trusts) was £14,043,579. Approximately 60 per cent. of the new trusts undertaken during the year were of under £5,000 in value. The Public Trustee now administers funds of the nominal capital value of £213,564,154 in addition to landed property and settled land, estimated at £52,000,000, and cash at banks of approximately £2,500,000. This vast capital fund is administered by a staff of 824 persons (288 men and 536 women), 728 of whom are at the head office in London while the remaining ninety-six are at the Manchester branch.

It is noteworthy that only two losses occurred during the year, viz., one of £14 8s. 11d. on account of the re-purchase of an investment sold in error, and the other of £1,046 12s. 4d. loss on sale of an investment made in 1912 which was an unauthorised investment under the terms of the settlement. These losses were, of course, recouped by the trusts concerned out of the Public Trustee's fee income.

The surplus of income from fees, etc., for the year amounted to £27,106, notwithstanding increases in salaries, wages and allowances, the reserve for pensions and the cost of audit of the trust accounts by government auditors. The total fees and credits amounted to £316,111, and the total expenses to £289,005, of which £230,331 was for salaries, wages and allowances and £24,372 reserve for pensions.

It is interesting to note that the total number of cases accepted since the institution of the Public Trustee office is 32,185, of which 13,414 have been completely distributed, leaving 18,771 cases still under administration. The capital fees received for the year amounted to £98,801, and the income fees to £101,740. Investment fees (including £25,576 of refunded commissions) amounted to £76,678, and management fees and miscellaneous receipts to £37,504. The continued success of this very useful and admirably managed public department is a matter on which the Public Trustee (Mr. H. E. Fass) and his staff may be heartily congratulated.

* Twenty-seventh General Report of the Public Trustee, 1935, H.M. Stationery Office, 2d. net.

Company Law and Practice.

Some Methods of Appointing First Directors.

IT is, I think, true to say that the most usual method of appointing the first directors of a company is by means of the company's articles, but, in this connection, the restrictions which the Act contains on such an appointment and on the advertisement of their names, must not be overlooked; since the effect of such an error is to render the appointment invalid.

These restrictions are contained in s. 140, and, in order to make the position clear, I do not think I can do better than to quote it. By sub-s. (1) a person shall not be capable of being appointed director of a company by the articles, and shall not be named as a director or proposed director

of a company in a prospectus issued by or on behalf of the company, or as proposed director of an intended company in a prospectus issued in relation to that intended company, or in a statement in lieu of prospectus delivered to the registrar by or on behalf of a company, unless, before the registration of the articles or the publication of the prospectus, or the delivery of the statement in lieu of prospectus, as the case may be, he has, by himself or by his agent authorised in writing (*a*) signed and delivered to the registrar of companies for registration a consent in writing to act as such director; and (*b*) either (i) signed the memorandum for a number of shares, not less than his qualification, if any; or (ii) taken from the company and paid or agreed to pay for his qualification shares, if any; or (iii) signed and delivered to the registrar for registration an undertaking in writing to take from the company and pay for his qualification shares, if any; or (iv) made and delivered to the registrar for registration a statutory declaration to the effect that a number of shares, not less than his qualification, if any, are registered in his name. But where a person has signed and delivered as aforesaid an undertaking to take and pay for his qualification shares, he is, as regards those shares to be in the same position as if he had signed the memorandum for that number of shares; that is to say, by s. 25, his subscription of the memorandum amounts to an agreement to become a member of the company.

I have recently dealt in these columns with the extent of the liability of a person who subscribes the memorandum for a share or shares, and I do not now propose to deal further with this point.

It must be noted that s. 140 does not apply to a company not having a share capital, or a private company, or a company which was a private company before becoming a public company; also, that upon application for registration of the memorandum and articles, the applicant must deliver to the registrar a list of the persons who have consented to be directors of the company, and, should the list contain the name of any person who has not so consented, the applicant is to be liable to a fine not exceeding £50.

Two mistakes are sometimes made in relation to this section; the first is to say that the section must be complied with on appointment of any director in any way, and the inaccuracy of this supposition is best demonstrated by reference to the actual wording of the section. The second is to presume that it applies to the appointment of a subsequent director by the articles (if this is ever done in practice, which must be very rare), where they have been changed by special resolution to effect it. On this point, the wording of the section is not so clear, but we can derive guidance from the fact that s. 118 provides for a printed copy of every special resolution to be forwarded to the registrar of companies and recorded by him, within fifteen days of its being passed, and also, "when articles have been registered" (which must be a reference to the operation required by ss. 6 and 12 on the incorporation of a company), a copy of every such special resolution must be bound up with every copy of the articles issued thereafter. In other words, the filing of a special resolution altering the articles is entirely different from registration of the articles. Furthermore, the whole tenor of s. 140 is to indicate certain acts which must be done in connection with directors' appointments on a company's incorporation; an instance of this being sub-s. (4) (*d*), whereby the section is not to apply to a prospectus issued by or on behalf of a company after the expiration of one year from the date on which the company was entitled to commence business.

If the first directors are not named in and appointed by the articles, they may be appointed by the subscribers of the memorandum. This latter method is provided by Table A, of which cl. 64 reads: "the number of the directors and the names of the first directors shall be determined in writing by a majority of the subscribers of the memorandum of association." Table A of the 1862 Act was similarly worded, with the important exception that it did not contain the words "in writing" or the words "a majority of" (cl. 52). In the case of *In re London and Southern Counties Freehold Land Company* (31 C.D. 223) the company's articles followed the 1862 Table A, and provided specially that the number of directors should not be less than three nor more than ten, and that two should form a quorum; and by cl. 53, until directors were appointed the subscribers of the memorandum should be deemed to be directors. The memorandum was signed by seven persons, and directors were appointed at a meeting attended by only two of the subscribers. Chitty, J., said, at p. 225, that "there must be a majority of the subscribers . . . to determine who are to be the directors of the company"; and he held accordingly that the special article, regulating the number of directors, only applied when the directors had been duly appointed, and, since the directors had been appointed at a meeting consisting of a minority of the subscribers to the memorandum, the appointment was invalid.

The operation of this cl. 52 was considered on a further point in *Möller* v. *Maclean* (1889), 1 Meg. 274; the contention being that the clause empowered the subscribers to appoint directors before the registration of the company, as they had there done at a meeting. In the opinion of Kay, J., such a construction was impossible. "The company has no existence until registration. The provision that the subscribers *shall* appoint the directors must mean after registration. The appointment of the three plaintiffs as directors before registration was therefore bad." The relevant provisions in the 1862 and 1929 Acts respectively, as to the effect of registration, are in substance the same, and it is submitted that this decision is effective where cl. 64 of the 1929 Table A is adopted to the extent that any appointment made in pursuance thereof must be made after the registration of the company: see ss. 8, 12, 13. The question of the notice to be given at such a meeting, which must be reasonable notice, was discussed in *John Morley Building Company* v. *Barras* [1891] 2 Ch. 386.

In *In re Great Northern Salt and Chemical Works: ex parte Kennedy*, 44 C.D. 472, the seven subscribers of the memorandum of the company, which had the 1862 Table A for its articles, without meeting together for the purpose, all signed a document in writing, appointing four persons to be the first directors of the company, and these four persons met and resolved that two directors should form a quorum to transact the business of the company. It was held that as the subscribers to the memorandum had all concurred in appointing the first directors of the company, the fact that they had not met together for the purpose of coming to their determination did not invalidate their act; and, accordingly, their appointment in writing was good. Stirling, J., after observing, at p. 480, that Table A did not place upon the subscribers any obligation to meet together for the purpose of nominating others as directors, when they did not choose to act themselves as such, continued in these words "What is required of them is that they shall determine the number of the directors and the names of the first directors; and it seems to me that if all of them do in any way show their determination on the subject, that determination ought to be treated as valid. This appears to have been the opinion of Lord Hatherley, when Vice-Chancellor, who says, in *Hallows* v. *Fernie*, L.R. 3 Eq. 520, 537: 'I very much doubt whether it is necessary that these persons should meet together. If any one of the subscribers to the contract,' i.e., the memorandum, 'raises a question, he may be entitled to say, "I will not have this decided without a meeting of us all"; but if they all concur . . . it seems to me hypercritical to say the appointment was irregular.' That seems to me . . . excellent sense; and, in the absence of any authority which compels me to another conclusion, I shall act on it."

When this decision is considered in relation to cl. 64 of the 1929 Table A, it would seem that, as the authorities now stand, a written nomination by the subscribers without meeting would be effective, but it is not necessary, under this clause, for all the subscribers to concur in the determination, since a majority is expressly permitted thereby.

I have purposely dealt at some length with these earlier decisions and clauses of the 1862 Table A in order to give some indication of the developments which have taken place thereafter. The various methods of the subsequent appointments of directors are usually, or should be, set out in the articles, but these matters (particularly those comprised in Table A) are probably so familiar to my readers that I will not attempt to detail them here and now; and for the rest, where Table A is varied or excluded, one can but remember the great care that is needed in their interpretation.

A Conveyancer's Diary.

Contract to Sell Registered Land—Non-Disclosure that Registration with Possessory Title only.

A POINT of some interest to conveyancers was decided in *Re Brine and Davies Contract* [1935] 1 Ch. 388.

By a contract, dated 11th July, 1934, a vendor agreed to sell to a purchaser a registered freehold house and premises therein described. The property was stated to be sold subject to the National Conditions of Sale, 12th Edition. The title was to consist of a copy of the original entries in the Land Registry and an authority to inspect the same. The date of completion was to be the 11th August, 1934.

An abstract of title with an authority to inspect the entries at the Land Registry was delivered to the purchaser's solicitors on the 12th July, 1934. From the abstract it appeared that the entries consisted of (1) an entry, dated 8th July, 1933, showing that the vendor's predecessor in title had been registered on that day as a proprietor with a possessory title, and (2) (according to the report) "An abstract of an agreement, dated 12th April, 1934, whereby the property was sold to the vendor at the price of £250."

I suppose that this "abstract of an agreement" was really a transfer, but the point is not material.

By Condition 4 (2) of the National Conditions of Sale it is provided that: "The purchaser shall deliver his objections and requisitions (if any) in respect of the title and of all matters appearing on the abstract particulars and conditions of sale at the office of the vendor's solicitors within fourteen days from the actual delivery of the abstract . . . and in respect of such delivery of objections and requisitions time shall be of the essence of the contract . . . and in default of such objections and requisitions (if any) and subject only to such (if any) the purchaser shall be deemed to have accepted the title."

Until the delivery of the abstract the purchaser had no knowledge that the vendor had only a possessory and not an absolute title.

On 8th August, 1934, the purchaser's solicitors wrote to the vendor's solicitors calling for the earlier title. The vendor's solicitors replied that the purchaser's objection was out of time, but offering a statutory declaration of twelve years undisputed possession. The purchaser's solicitors refused to accept that. The vendor's solicitors still maintaining that the objection was out of time supplied a copy of a declaration which had been made when the title was registered and lodged at the registry, purporting to show a possessory title for twenty-five years up to that time.

The purchaser's solicitors contended that that declaration should have been delivered as part of the abstract, and that under the contract the purchaser was entitled to a registered absolute title.

With regard to the first point, s. 110 (2) of the Land Registration Act, 1925, was referred to on behalf of the purchaser. The sub-section enacts that: "The vendor shall, subject to any stipulation to the contrary, at his own expense, furnish the purchaser with such copies, abstract and evidence (if any) in respect of any subsisting rights and interests appurtenant to the registered land as to which the register is not conclusive . . ."

The vendor, of course, replied that the Condition 4 (2) overrode that provision.

The main point, of course, was whether the description in the contract of the property as "a registered freehold house and premises" coupled with the provision that the abstract was to consist of the entries in the register, was such as to lead the purchaser to suppose that the property was registered with an absolute and not merely a possessory title.

In this connection the well-known case of *Re Marsh and Earl Granville* (1883), 24 Ch. D. 11, inevitably comes to be considered and was cited in *Re Brine and Davies*. The principles applicable were laid down by Fry, J.: "According to the view which I take a vendor who desires to limit the rights of a purchaser must do so by explicit and plain conditions and he must tell the truth, and all the truth, which is relevant to the matter in hand." And, again, after stating that the vendor knows the title and the purchaser does not, his lordship said: "In the next place, the description in the contract or conditions of sale are the only materials which the purchaser has for deliberating upon before he enters into the purchase. He knows as much as is told him and no more, and therefore he ought to be put into possession of everything, so far as it is touched upon by the conditions of sale which is likely to influence his mind in determining whether he will buy or not."

These extracts seem to have a direct bearing upon the facts in *Re Brine and Davies Contract*. In *Re Marsh and Earl Granville* the question turned upon whether the vendor should not have disclosed that the deed which had in the contract been stipulated for as the root of title and was simply described as a conveyance, was in fact a voluntary conveyance and not a conveyance on sale.

In *Re Brine and Davies Contract* the point was whether the vendor should not have disclosed that the registered land agreed to be sold was only registered with a possessory and not an absolute title.

Perhaps if the matter had rested only with the description of the property as "registered land" there would have been more to be said for the vendor. But the condition that the abstract should consist of entries in the register only clearly seemed to indicate that the title was absolute.

Farwell, J., took the view that the true meaning of the contract was that the vendor agreed to sell with an absolute title. His lordship said: "In my judgment anyone reading it was entitled to assume that the abstract to be supplied would show an absolute title. If the vendor could give only a possessory title he should have stated that fact on the contract." The learned judge also said: "The test in such a case is whether or not the court in the circumstances would grant the vendor specific performance of the contract, and the answer to that question, in my judgment, is in the negative. The vendor here offers to the purchaser something substantially different from that which the purchaser contracted to purchase and the vendor cannot rely upon Condition 4."

Meaning of "Heirs" in relation to Personal Estate.

IN *Re Boyer: Neathercoat* v. *Lawrence* [1935] 1 Ch. 383, the question arose as to the meaning of the word "heirs" in relation to personal estate.

A testatrix, by her will, gave £600 upon trust for the benefit of E.B. and F.B. during their lives, and after the death of both of them, she directed that the amount should be equally divided "among such and so many of my

brothers and sisters or their heirs as shall be living at the time of my decease." E.N., a sister of the testatrix, survived the testatrix, but died in the lifetime of her husband.

The point was whether the husband of E.N. took his wife's share.

Farwell, J., held reluctantly, that he did not. In all the leading text-books it appears to be treated as settled that the husband would not be entitled in such circumstances. That is a strange anomaly since it is beyond question that a wife takes her share as one of the "heirs" of her husband under a like gift, and logically, there seems no reason why a husband should not also be entitled as one of the "heirs" of his wife.

In "Hawkins on Wills," 2nd Ed., at p. 123, the rule is laid down that "a bequest of personal estate to 'A or his heirs' is construed as a gift by way of substitution to the heirs in the event of the death of A before the period of distribution," and further, "And the word 'heirs' is held to mean the persons who would be entitled to the estate of A by virtue of the statutes of distributions, if he had died intestate, including therefore a widow but not a husband." The law is similarly stated in "Theobald On Wills," 8th Ed., p. 369, and "Jarman On Wills," 7th Ed., pp. 1541, 1545.

The authority for this view of the law is an unreported case, *Re Walton*, which is referred to in *Doody* v. *Higgins* (1856), 2 K. & J. 729. In the latter case, Sir W. Page Wood, V.-C., mentions the decision in *Re Walton* in these terms: "With regard to the decision of the same learned judge" (Kindersley, V.C.) "in *Re Walton's Trusts*, I find the facts in that case to have been these: real estate and residuary personal estate were given by will to trustees upon trust for the testator's wife and after her decease to be sold and the proceeds divided equally between the testator's children (nominatim) 'or their heirs or assigns.' The Vice-Chancellor . . . decided in favour of a daughter who had died in the interval between the death of the testator and that of the tenant for life and against her husband, who claimed his wife's share as her administrator." Sir W. Page Wood, V.-C., added: "The husband does not take by succession—he is not entitled under the Statutes of Distribution but by virtue of his marital right—a right distinct from and paramount to the Statutes of Distribution."

In *Re Boyer*, Farwell, J., felt bound to follow *Re Walton* in spite of an Irish decision to the contrary, *Re Cousins* [1917] 1 I.R. 63, and evidently against his own opinion.

In the case of instruments coming into operation since 1925, s. 132 of the L.P.A. applies, and under that the person to take under a gift of personalty to an heir when a corresponding gift of realty would before the Act have conferred on the heir an estate by purchase, is the person who, under the general law, before the Act, would have answered the description of the heir of the deceased in respect of his freehold land.

Consequently, in the case of instruments coming into operation since 1925, the persons who would have been entitled under the Statutes of Distribution, now the Ad. E.A., are not, but the person who would under the old law have been the heir of the real estate of the deceased is, entitled.

Landlord and Tenant Notebook.

Common Schemes.

The applicability of Robert Burns' famous aphorism on the subject of well-laid schemes to building and other general schemes has many times been illustrated in disputes between landlord and tenant; and in such cases it is the function of the lawyer to ascertain why some schemes do and others do not "gang a-gley." A method of proceeding which commends itself is to compare and contrast the features of two particular decisions, namely *Hudson* v. *Cripps* [1896] 1 Ch. 265, and the recent *Pearce* v. *Maryon-Wilson* [1935] 1 Ch. 188.

In each of these cases a tenant sought an injunction against her landlord. In each case, the cause of complaint was the landlord's conduct in relation to the user of other premises belonging to him. In each, those premises were or had been let on similar terms in point of user to those regulating the relationship between the parties. And in each action the plaintiff relied on implied obligation springing partly from those terms.

But in the older case the relief sought was granted, in the recent one it was refused.

The premises in *Hudson* v. *Cripps* were a flat in a large block built round a courtyard. The tenancy was for one year and then month to month, but subject to a qualification that the landlord might not determine it before thirty-six months elapsed. The agreement, which was contained in a printed form, included covenants against alienation, against trade, against alterations, against annoyance, and a covenant to observe a set of regulations. These provided for such matters as the use of a goods lift, the supplying of coal, the opening and shutting of doors, the functions and status of housekeeper and hall-porter. The tenancy agreement of every flat in the building included such covenants.

During the term, the landlords secured possession of all the other flats, and set about converting the premises, the plaintiff's flat excepted, into a fashionable club. Structural alterations were commenced, including the covering of the courtyard up to the level of the first floor. There were to be billiards-rooms and other facilities for gaiety as practised in the 'nineties.

The plaintiff's claim and argument rested partly on alleged breach of covenant of quiet enjoyment. This was rejected by North, J., who pointed out that "quiet" enjoyment was not to be interpreted literally. I do not know why the doctrine of derogation was not invoked; it seems clearly a case for its application. But the plaintiff's advisers appear to have limited their researches to the territory of contract.

At all events, it was on the ground that the conversion proposed was inconsistent with the landlord's obligations that he was restrained from proceeding with it.

In *Pearce* v. *Maryon-Wilson*, the premises were a dwelling-house, held under a ninety-nine year lease, which had commenced in 1899. The lease contained a covenant prohibiting alienation without consent, the letting of furnished and unfurnished apartments, the use of the property otherwise than as a private dwelling-house. So did other leases of neighbouring houses granted by the defendant.

During the term, some of the other houses were sub-divided.

The plaintiff's claim and contention was that the landlord was departing from a building scheme and had broken an implied duty not to relax the restriction on sub-letting.

Luxmoore, J., assumed without deciding that there was such a scheme, but held that the qualification in the covenant providing for consent was fatal to the plaintiff's case. His lordship observed that as between landlord and tenant such a qualification was otiose because a landlord could always agree to an alienation; when the qualified covenant occurred in all the leases granted by one landlord, it should bring home to each tenant that the scheme, if any, did not ensure that no house should be sub-divided. The first part of this observation is open to some criticism; an agreement such as the one alluded to would require consideration.

What is the essential difference between these two cases? If very hasty, one might be inclined to consider it one of degree, a number of houses in a road without common arrangements for service and let on long leases being very unlike a block of flats governed by a code of regulations and held under short-term agreements. Or one might put it down to the fact that in the one case the landlord was active, in the other passive.

But careful perusal reveals, first, the significant fact that while argument and judgments in *Hudson* v. *Cripps* cited

older authority, those appearing for the plaintiff in *Pearce* v. *Maryon-Wilson* were constrained to confess that there was little or nothing in former cases which would assist her.

And, so far from the difference being one of degree, it will be seen that the leading cases which supported the successful plaintiff in *Hudson* v. *Cripps* actually dealt with large houses and long leases.

Spicer v. *Martin* (1888), 14 A.C. 12, in which a tenant of a dwelling-house succeeded in preventing other houses, held of the same ground landlord, from being turned into an hotel, was decided in his favour, not only because all the leases contained the same restrictions, but because it was clear that collateral representations to that effect had been made to him when he took his house. And in his judgment, Lord Macnaghten cited with approval that of Hall, V.-C., in *Renals* v. *Cowlishaw* (1878), 9 Ch. D. 125, which expresses the true principle applied in general scheme cases: " . . . Anyone who has acquired land, being one of several lots laid out for sale as building plots, where the court is satisfied that it was the intention that each one of the several purchasers should be bound by and should as against the others have the benefit of the covenants entered into by each of the purchasers, is entitled to the benefit of the covenant."

The same judgment observes: " This right exists not only where the parties execute a mutual deed of covenant but wherever a mutual contract can be sufficiently established."

From which we see that problems of this kind resolve themselves into problems of ascertaining intentions, by construing documents and/or adducing other evidence. And this accounts for the difference in the results of *Hudson* v. *Cripps* and *Pearce* v. *Maryon-Wilson*.

Our County Court Letter.

THE MODIFICATION OF WILLS.

The provisions of a will may be modified by family arrangement, as shown by the recent case of *Evans* v. *Jenkins and Another* at Ystrad County Court. The plaintiff claimed (1) £150 and £50 from the first defendant, her half brother; (2) accounts of her mother's estate, of which the defendants were executors; (3) administration by the court. The plaintiff's case was that the above sums were part of the amount bequeathed to her by her mother, but the first defendant's case was that, as he had provided most of the money (by giving up his wages between the ages of fourteen and forty to his late mother) it should have been left to him by the will. The plaintiff had recognised the justice of his claim, and had agreed to divide the money, but she had changed her mind on the first defendant's re-marriage. His Honour Judge Clark Williams observed that the division of the money was carried out by the second defendant, who would not have done so without the consent of the plaintiff, his niece. Three witnesses had given evidence of the agreement for division, and the first defendant was entitled to the above sums as a gift. Judgment was given for the defendants, with costs.

DANGEROUS ANIMALS IN FIELDS.

The above subject has been considered in two recent cases. In *Powell* v. *Abberley* at Llandrindod Wells County Court, the claim was for £50 in respect of injuries caused by a bull. The plaintiff's case was that he was fetching his cows home to milk on the 3rd August, 1934, when the bull got among them unnoticed. On passing the bull, to open the gate, the plaintiff was gored in the groin and thrown over a bank on to stones. The plaintiff and his wife gave evidence of the vicious tendencies of the bull, which had previously chased people. The defendant's case was that, although he had since sold the bull to a butcher at a loss, it had always been quiet. A boy of eight had often fetched the bull, which was only after the cows, and the accident was partly the fault of the plaintiff, who had admitted this to the defendant. His Honour Judge Samuel, K.C., gave judgment for £34 11s. on the claim, and for £11 8s. 4d. on a counter-claim. Compare *Lowery* v. *Walker* [1911] A.C. 10.

In *Creese* v. *Stuckley*, at Tewkesbury County Court, the claim was for £4 4s. as damages for trespass, whereby a lamb was injured in May, 1933, by some colts of the defendant. The plaintiff's case was that, although there were gaps in the fence between his land and that of the defendant, at common law the defendant was bound to prevent his animals from straying on to adjoining land. The colts had been seen pawing the lamb, and one had wool in its mouth. The defence was that the parties had agreed for their cattle to run together, and the action was only brought (two years after the incident) because the defendant had outbid the plaintiff at a sale of some hill land. His Honour Judge Kennedy, K.C., was not satisfied that there was any agreement for the cattle to run together, and the claim for trespass was thus made out. The loss was not complete, as the carcase had realised 18s. Judgment was given for the plaintiff for £2 2s. and costs. Compare *Manton* v. *Brocklebank* [1923] 2 K.B. 212.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

NEURASTHENIA AND INCAPACITY.

In *Miles* v. *William Harrison Limited*, at Walsall County Court, the applicant's case was that in December, 1933, his right thumb was caught between a tub and a colliery " tree," and the top of the thumb had to be amputated. On the 7th February, 1934, he was given the job of driving a stationary electric engine, operating coal trays, but the engine was too noisy and the space too cramped. A fresh job was found for him, viz., marking tubs, but he also had to do " scotching " and coupling, which was beyond his strength. The applicant's medical evidence was that his nervous condition was the culmination of three accidents, all of which were alarming, although the first two were of a minor nature. The respondents' case was that the marking of 200 tubs a day, with no " scotching " or coupling, was the lightest possible work, and the applicant had performed it satisfactorily. Their medical evidence was that there was no neurasthenia, and the alleged tremor of the applicant's hands was not apparent, when he held up the book to take the oath. His Honour Judge Tebbs observed that, whatever the applicant was suffering from, it was not due to the accident. Judgment was given for the respondents, with costs.

ACCIDENT IN COAL SIDINGS.

In *Jones* v. *Aberystwyth Corporation*, at Aberystwyth County Court, an award was claimed in the following circumstances: The applicant's deceased husband (aged sixty-two) had been instructed to go with a lorry to the yard of the Great Western Railway, where he and another man had loaded the lorry with coal from the railway trucks in the sidings. The deceased had then been instructed (by the labour superintendent of the respondents) to remain behind to clean up the odd pieces of coal. Subsequently the deceased was found, lying on his back on the ramp, about six or seven paces from the truck which had been unloaded. A heap of coal had been gathered from under the trucks and from the roadway. The medical evidence was that the nature of the injury was such that it could have been caused by the trucks, but the respondents contended that there was no evidence that death was due to an accident arising in the course of the employment. His Honour Judge Frank Davies held that the deceased was fatally injured in the course of his duty, and was only following instructions in doing the work at the time. An award was therefore made of £300 with costs on Scale C.

THROMBOSIS NOT AN ACCIDENT.

In *Trist* v. *E. W. T. Mayer & Co.*, at Newcastle-under-Lyme County Court, the applicant's case was that, while he was standing on some boards (a few feet above the ground) the boards slipped, causing him to fall. The respondents' case was that the cause of the fall was an attack of thrombosis, which was not an accident arising out of his employment. The applicant's medical evidence was that he was suffering from cerebral hæmorrhage, caused by the fall, but the respondents' medical evidence was that thrombosis was a disease which attacked the brain, and rendered the sufferer incapable of standing. His Honour Judge Ruegg, K.C., having had the assistance of the Medical Referee, observed that the facts proved gave rise to conflicting inferences, of equal degree of probability, so that the choice was a matter of conjecture. The applicant had therefore failed to prove his case, and judgment was given for the respondents, with costs.

Obituary.

SIR SKINNER TURNER.

Sir Skinner Turner, late Judge of H. B. M. Supreme Court for China, died in a nursing home at Winchester on Friday, 5th July, at the age of sixty-seven. He was educated at King's College School and London University, and was called to the Bar by the Middle Temple in 1890. In 1900 he was appointed Registrar of H.B.M. Court for the East Africa Protectorate, and in 1901–2 he was legal Vice-Consul, Uganda. After holding office as Assistant Judge of H.B.M. Court for Zanzibar, and later as Judge of H.B.M. Court for Siam at Bangkok, Sir Skinner Turner was appointed Assistant Judge in China, in 1916, and Judge in 1921. He was knighted in 1923, and retired in 1926.

MR. J. A. PRINGLE, K.C.

Mr. James Alexander Pringle, K.C., Unionist Member for Fermanagh and Tyrone in the Imperial Parliament from 1924 to 1929, died at Belfast on Sunday, 7th July, at the age of sixty. He was admitted a solicitor in 1900, was called to the Bar in 1912, and took silk (Northern Ireland) in 1922. He was Umpire for Northern Ireland under the Unemployment Insurance, Health Insurance, and Pensions Acts.

MR. E. AUSTIN.

Mr. Edwin Austin, barrister-at-law, Town Clerk of Battersea, died at his home at Clapham Park on Saturday, 6th July, at the age of sixty-one. Mr. Austin, who was called to the Bar by Gray's Inn in 1898, became Assistant Town Clerk thirty-four years ago and was promoted to the town clerkship in 1920.

MR. R. R. EDLESTON.

Mr. Robert Rainford Edleston, retired solicitor, of Crewe, died in London on Saturday, 29th June, at the age of sixty-two. Mr. Edleston, who was admitted a solicitor in 1898, was senior partner in the firm of Messrs. Edleston & McHale, of Crewe. He retired from active practice some years ago.

MR. J. L. SYKES.

Mr. John Lewis Sykes, solicitor, of Huddersfield, died recently. He was admitted a solicitor in 1888, and for some years was Magistrates' Clerk to the Brighouse Borough Bench.

MR. C. G. THOMSON.

Mr. Christopher Gardner Thomson, solicitor, of Kendal, died on Sunday, 30th June, at the age of thirty-nine. Mr. Thomson, who was educated at The Leys, Cambridge, was admitted a solicitor in 1928. He was a partner in the firm of Messrs. C. G. Thomson & Wilson, of Kendal.

Reviews.

The Stock Exchange Official Year Book, 1935. Compiled and edited by the Secretary of the Share and Loan Department of the Stock Exchange. Crown 4to. pp. cciv and 3,302. London: Thomas Skinner & Co. 60s. net.

The amalgamation of The Stock Exchange Year Book and the Stock Exchange Official Intelligence, which was carried out last year, is continued this year by the publication of the 1935 edition of The Stock Exchange Official Year Book. The volume contains notices of fifty-eight Government and municipal loans and 272 companies which were not included before. One of the new features is a chronological table of debenture and other loans which cannot normally be redeemed *en bloc* before maturity. The Supplementary Index is now issued at the same time as the Year Book, and may be obtained from the Publishers, price 2s. 6d. per copy, postage 3d. extra.

Stone's Justices' Manual, 1935. Sixty-seventh Edition. Edited by F. B. DINGLE, Solicitor, Clerk to the Justices, etc., for the City of Sheffield. Demy 8vo. pp. ccxcii and (with Index) 2437. London: Butterworth & Co. (Publishers) Ltd.; Shaw & Son, Ltd. 37s. 6d. net; thin paper edition 5s. extra.

This work is a mine of information and is invaluable to all who have to keep up to date with criminal law and practice. In view of recent enactments affecting everyday life, such as the Road Traffic Act, 1934, and the Betting and Lotteries Act, 1934, the publication of this edition is of special importance. Over 200 new cases as well as twenty-seven new statutes have been incorporated. Of special use to practitioners and magistrates is the reproduction of the current Orders and Regulations of the Minister of Transport.

Books Received.

The Causes of War and the Conditions of Peace. By QUINCY WRIGHT. 1935. Demy 8vo. pp. xi and (with Index) 148. London, New York and Toronto: Longmans, Green & Co., Ltd. 5s. net.

Annual Local Taxation Returns, England and Wales, 1932-33. Part II. 1935. London: H.M. Stationery Office. 3s. 6d. net.

Mr. Justice Avory. By GORDON LANG. 1935. Demy 8vo. pp. (with Index) 318. London: Herbert Jenkins, Ltd. 10s. 6d. net.

Duckham's "Road Map" and "Town Routes." London: Alexander Duckham & Co., Ltd. Free on application.

The Land Tax. Law and Practice. By G. B. BURR, Chartered Secretary, and RONALD STAPLES. 1935. Demy 8vo. pp. xii and 55. London: Gee & Co. (Publishers), Ltd. 3s. 6d. net.

A Selection of Leading Cases Illustrating the Criminal Law. By A. M. WILSHERE, M.A., LL.B., of Gray's Inn, Barrister-at-Law. Third Edition, 1935. Demy 8vo. pp. vii and (with Index) 448. London: Sweet & Maxwell, Ltd. 15s. net.

Outlines of Central Government, including the Judicial System of England. By JOHN J. CLARKE, M.A., F.S.S., of Gray's Inn and the Northern Circuit, Barrister-at-Law. Seventh Edition, 1935. Crown 8vo. pp. x and (with Index) 354. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

The Rights and Duties of Liquidators, Trustees and Receivers. By D. F. DE L'HOSTE RANKING, M.A., LL.D., ERNEST EVAN SPICER, F.C.A., and ERNEST C. PEGLER, F.C.A. Nineteenth Edition, 1935. Edited by H. A. R. J. WILSON, F.C.A., F.S.A.A. Crown 4to. pp. xxxii and (with Index) 434. London: H. F. L. (Publishers) Ltd. 15s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Duration of Trust for Sale—L.P.A., 1925, s. 23.

Q. 3188. R.T. devised five freehold properties to trustees upon trust to pay the rents to his wife E.T. for life, and after her death on trust for sale, and to divide the proceeds equally between his nephews G.P. and G.T. On the death of the widow in 1911 the nephews took over the property in specie, but no written assent or document of any kind has been entered into. They have been in receipt of the rents and profits from that date and were on the 1st January, 1926. In 1930 G.T. died, and by his will he appointed his wife sole executrix, devising all his interest in the five houses to his wife for life, and after her death to his two sisters absolutely, in equal shares. His widow has just died. What document or documents do you advise should be entered into in consequence of the provisions of the L.P.A., 1925, and of the subsequent events in order that title may, if required, be made to the property ?

A. In view of the provisions of L.P.A., 1925, s. 23, we express the opinion that a purchaser from the trustees of the will of R.T. would obtain a good title. He could safely assume that the trust for sale of the will was still on foot on 1st January, 1926, and that, accordingly, on that date the trustees of the will took the legal estate upon the statutory trusts (L.P.A., 1925, Sched. I, Pt. IV., para. 1 (1)), and that the statutory trusts are still subsisting. Assent to the devises of the will of R.T., pre-1926, may safely be assumed. On the basis of our advice and assuming that there are still two trustees no action is called for.

L.P.A., 1925, s. 2—Perpetual Rent-charge and an Annuity Created by Will—Over-reaching.

Q. 3189. By the will of a testator who died in 1864 certain freehold estates were devised to his five children, A, B, C, D and E, and their heirs in equal shares as tenants in common. In 1878 B conveyed all his share in the estates to A, C, D and E in consideration of a perpetual rent-charge charged on the whole of the estates, secured by a term of 1,000 years vested in trustees. In 1883 C conveyed all his share in the estates to D in consideration of a perpetual rent-charge charged on C's and D's shares, and also secured by a term of 1,000 years vested in trustees. Ultimately in 1922 by purchase and devise A became entitled to the entirety of the estates for his own use, subject to the said two perpetual rent-charges and the said terms of years for securing the same ; and subject also to certain mortgages secured on the respective undivided shares of his brothers and to certain capital sums and an annuity charged on the undivided share of D by D's will. By his will A, who died in 1922, devised his real estate to X and Y upon trust to pay the income to X for life and after her death for Y absolutely. X and Y proved A's will. In 1931 X and Y as persons interested in more than one half of the estates appointed themselves trustees under the Law of Property Act, 1925, 1st Sched., Pt. IV, para. 1 (4) (iii), in the place of the Public Trustee. X has died. Y wishes to sell part of the estates without approaching the owners of the rent-charges or the annuitant. Can Y do this ? The rent-charges, not being in the nature of family charges, it is presumed that s. 2 (2) of the Law of Property Act, 1925, does not apply.

A. The perpetual rent-charges are legal interests (L.P.A., 1925, s. 1 (2) (*b*)) and cannot be over-reached under L.P.A., 1925, s. 2 (or in our opinion by any other means). The annuity appears to be merely an equitable interest and as such can be over-reached under L.P.A., 1925, s. 2. It will thus be necessary to approach the proprietors of the rent-charges but not the annuitant.

Marriage Settlement—Trustees not Responsible for "Any Act Matter or Thing done in connection with the Trust" if done with Consent of Spouses—Whether a Breach of Trust can be Authorised.

Q. 3190. By a settlement dated in 1923 on the marriage of A (the husband) and B (the wife) A settled certain trust securities upon trust to pay the income thereof to B for life and then to A for life, but during the minority of any children for the maintenance of such children as the husband should think fit, and after the death of the survivor of the husband and wife the trustees were to hold the capital and income of the trust fund upon trust for such issue (if any) of the intended marriage as the husband and wife should by deed jointly appoint, and in default of appointment as the survivor should by deed or will appoint, and subject to any such appointment in trust for all the children of the intended marriage who should attain the age of twenty-one years in equal shares, and in the event of there being no children the trust fund reverted to the husband. The settlement contained the following clause : "And it is hereby agreed and declared that the Trustees shall not be responsible for any act matter or thing done in connection with the Trust herein contained if such act matter or thing is done with the consent in writing of the husband and wife or the survivor o fthem and in no case shall the Trustees be responsible for any loss or damage to the Trust property or premises unless the same is caused by the gross neglect of the Trustees." The marriage duly took place in 1923 and the trust fund was duly transferred or otherwise made over to the trustees. The trustees' power of investment is expressly limited to trustee securities, and the trust fund is now invested in trustee securities. The husband and wife are desirous of realising part of the trust fund, and reinvesting the same in shares in a family company. The point arises as to the effect of the clause quoted above and whether this would be a sufficient justification to the trustees to act by the direction and with the consent of the husband and wife in the manner indicated, notwithstanding the fact that otherwise such action would clearly be a breach of trust. I shall be glad to have your views on the above, and particularly whether you consider that the clause referred to gives the husband and wife complete control of the trust and that the trustees could safely act by the direction, or with their consent, in the course now proposed. It should be mentioned that there are four children of the marriage, all of whom are minors.

A. We express the opinion that the clause quoted neither enables the spouses nor the survivor of them to authorise the suggested (or any other) breach of trust, nor gives them complete control of the trust. It is to be observed that the clause speaks of "any matter or thing done in connection with the trust." The proposed investment would be beyond the terms of the trust, and in connection with a breach of trust rather than in connection with the trust. Further the children are within the marriage consideration. We have been unable to trace any case upon a similar clause.

To-day and Yesterday.

Legal Calendar.

8 July.—On the 8th July, 1836, a young man named Aliband, "a beggarly profligate cheat, but a great political regenerator," was tried in Paris before the Court of Peers for an attempt on the life of King Louis Philippe. As the royal carriage was passing through the gate leading to the Pont Royal, he had fired a shot from a cane gun, the bullet only missing because the King was bending forward to salute the guard. His defence in court consisted entirely of a denunciation of royalty and a declaration that "regicide was the right of every man." After half an hour's deliberation, the court found him guilty and sentenced him to death as a parricide.

9 July.—Lord Justice Turner died on the 9th July, 1867, only eight months after Lord Justice Knight Bruce. For over twelve years they had worked together in the Court of Appeal in Chancery, giving perfect satisfaction both to lawyers and litigants in the difficult cases which came before them, and their death caused the profoundest regret. Of Turner it was said that he was "one of those modest and retiring persons who owe their prosperity to no extraordinary incident in their lives nor to any political or extraneous interest, but simply to their efforts to do their duty in that state of life to which it has pleased God to call them."

10 July.—William Wotton was appointed second Baron of the Exchequer by Henry VIII on the 10th July, 1521. He was a Lincoln's Inn man, admitted in 1493 and called to be Reader there in 1508. In 1523 there fell to him what must have been rather an unpopular duty, the collection of the anticipation of the subsidy assessed on the judges and barons. For this purpose, his own property was valued at £200.

11 July.—The second Chancellorship of Richard le Scorpe did not last above seven months. He had ventured to remonstrate with Richard II against certain extravagant grants which he wished to make and had refused to issue them under the Great Seal. The disappointed courtiers complained to the King, who sent a messenger to Scrope with orders to take away the Great Seal, but the Chancellor replied: "I am ready to resign the Seal, not to you, but to him who gave it me to keep, and between him and me there shall be no intermediary, but I will give it back into his own hands." He delivered it to the King himself on the 11th July, 1382.

12 July.—Edwin Frederick Smith, the eldest of a family of five children, was born on the 12th July, 1872. His father was an Inner Temple barrister who went to practise in Liverpool, and was known as one of the best speakers in the North of England. It is strange to recall how, when he was nine, his father spoke to him of the future, telling him that there was no ambition from which he need shrink. "There is no reason why you should not become Lord Chancellor," he said, and only thirty-seven years later the Southport schoolboy had raised himself to the Woolsack.

13 July.—Henry de Wingham, Bishop of London, a discreet and circumspect courtier, died on the 13th July, 1262, and was buried in his own cathedral. He held the Great Seal under Henry III during that difficult time when the Mad Parliament at Oxford had appointed a council of twenty-four barons to carry on the Government. He was obliged to swear that he "would not seal anything contrary to the ordinances made or to be made by the twenty-four, or the greater part of them, nor would take any reward but only such as other Chancellors had formerly received." He resigned the Great Seal in 1260.

14 July.—On the 14th July, 1778, Lord Chancellor Thurlow, having been raised to the peerage, took his seat in the House of Lords.

The Week's Personality.

"The Lord Viscount Weymouth signified to the House that His Majesty had been pleased to create Edward Thurlow, Esq., Lord High Chancellor of Great Britain, by the style and title of Baron Thurlow, of Ashfield, in the County of Suffolk: Whereupon his Lordship, taking in his hand the purse with the Great Seal, retired to the lower end of the House, and having there put on his robes, was introduced between the Lord Osborne and Lord Amherst, also in their robes." His arrogant manners soon made him very unpopular with the peers, but when an attack came from the Duke of Grafton, it was, unfortunately, based on his plebeian birth and not on his insolence. Thurlow rose, and advancing slowly, fixed on the Duke a look of lowering indignation: "My Lords," he said, "I am amazed at his Grace's speech. The noble Duke cannot look before him, behind him or on either side without seeing some noble Peer who owes his seat in this House to successful exertions in the profession to which I belong. Does he not feel that it as honourable to owe it to these, as to being the accident of an accident? No one venerates the Peerage more than I do, but, my Lords, I must say that the Peerage has solicited me, not I the Peerage." By this speech Thurlow established an ascendancy in the House which no Chancellor had ever possessed.

Cleverness on Appeal.

In the memorandum in which Lord Justice Greer has reiterated the call for ten additional judges which he made last month before the Royal Commission on the Despatch of Business at Common Law, he did not repeat the shrewd observations contained in his evidence on "the excessive cleverness" of some judges in the Court of Appeal, whose subtlety tended to develop an elaborate system of "exceptions and exceptions to exceptions." Of course, a good president can considerably mitigate that particular evil. Thus it was said of Lord Chancellor Ashbourne in Ireland, that in the Court of Appeal "he ballasted the bench with an unlimited fund of good sense. He was thus an effective antidote against the danger that logic chopping might separate law from reason." Fitzgibbon, L.J., on the other hand, was a brilliant judge of the other variety. On one occasion, in a case, he made a dogmatic statement of a legal proposition. Counsel replied: "I will answer your lordship by citing a most learned judge." He then read a directly contradictory passage out of one of Fitzgibbon's own judgments. "Let me look at it," said the Lord Justice. In the ensuing pause, Lord Chancellor Walker was heard to ejaculate audibly: "Now watch how he will wriggle out of that."

Nicknames.

At the Dominion Day dinner at Grosvenor House, the Lord Chief Justice made some observations on the rareness of nicknames in the Cabinet, and said (*inter alia*) that to refer to the Lord Chancellor as "Duggie" Hogg "would be rather like brawling in church or, at the very least, contempt of court." And yet nicknames are common enough in the courts. Let us, for fear of offence, confine our illustrations to the past. There was Chief Baron Kelly, known as "Apple-Pip" Kelly, since, in defending a prisoner on a charge of poisoning, he elaborated the theory that the victim was poisoned accidentally through swallowing too many apple-pips. There was Chitty, J., whose discursive style caused him to be known as "Mr. Justice Chatty." There was Buller, J., "Judge Thumb," who held that a man might chastise his wife with a stick no thicker than his thumb. Again there was Mr. Justice J. C. Lawrance, known from his great height as "Long" Lawrance. Sir Peter O'Brien, the famous Irish Chief Justice, though he didn't like the title that introduced his Christian name, was known to everyone as "Pether," and one of the greatest of our judges, not long gone from us, lost none of his dignity by reason of the whispered nickname of "Acid-drop."

Notes of Cases.

Court of Appeal.

Dewar *v.* Commissioners of Inland Revenue.

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
1st, 2nd and 3rd July, 1935.

Revenue — Sur-Tax — Interest on Legacy — Whether Subject to Tax before Actually Received—Income Tax Act, 1918 (8 & 9 Geo. 5, c. 40).

Appeal from a decision of Finlay, J.

A testator, who died in April, 1930, bequeathed D a legacy of £1,000,000, which in law as from one year after his death carried interest on such part of it as was unpaid. In April, 1932, D received a first payment of £30,000 and later received further payments. Though the estate was sufficient to enable interest to be paid, he decided to let the question of interest stand over and he received no sum in respect of interest. At the time of his appeal to the Special Commissioners against an assessment for sur-tax, he had made no election whether to claim interest or not. The assessment appealed against included a sum of £40,000 representing interest. Finlay, J., reversing the decision of the Commissioners, held that this sum had not been correctly included in the assessment.

Lord Hanworth, M.R., dismissing the appeal, said that it was argued by the Commissioners that the sum had been at all times at the disposal of D, since he could have demanded it. But only if he was subjected to tax by the charging section must he pay—not otherwise. There were cases of specious documents executed to give the appearance of disposing of property and avoiding tax, but where there was no such device a man could not be said to be evading tax unless it was exigible. The words "profits or gains arising and accruing" in Sched. D, cl. 1 (*a*), could not be applied to cl. 1 (*b*): see *Ormond Investment Co.* v. *Betts* [1928] A.C. 143. Super-tax imposed by s. 66 of the Finance (1909-10) Act, 1910, and ss. 4 and 5 of the Income Tax Act, 1918, was replaced by sur-tax under the Finance Act, 1927 (see s. 38 (*b*)). Sur-tax was, in essence, a deferred instalment of income tax. This interest payable to D was not profits or gains "arising to him" within s. 100 of the Income Tax Act, 1918. Case III applied here and the words "received or payable" in r. 1 were cut down by the words following, so that they dealt with sums in fact received. They did not cover this interest. In the Income Tax Acts, there were no words making chargeable a sum not reduced into possession and not a dividend from a foreign possession within Case IV: see *Commissioners of Inland Revenue* v. *Blott* [1921] 2 A.C. 195; *St. Lucia Estates, Ltd.* v. *St. Lucia* (*Colonial Treasurer*) [1924] A.C. 508; *Leigh* v. *Commissioners of Inland Revenue* [1928] 1 K.B. 77.

Romer and Maugham, L.JJ., agreed.

Counsel: *The Attorney-General* (Sir Thomas Inskip, K.C.), and *R. Hills*; *Sir Leslie Scott*, K.C., *Latter*, K.C., and *Andrewes Uthwatt*.

Solicitors: *Solicitor of Inland Revenue*; *Jacobson, Ridley & Co.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Appeals from County Courts.

Hassall *v.* Marquess of Cholmondeley.

Greer, Slesser and Roche, L.JJ. 28th June, 1935.

Landlord and Tenant—Agricultural Holding—Farm—Fixtures—Purchase by Landlord—Arbitration—Award—Inclusion of Items Outside Scope of Reference—Whether Misconduct by Arbitrator—Agricultural Holdings Act, 1923 (13 & 14 Geo. 5, c. 9), s. 22.

Appeal from Runcorn County Court.

H was tenant of Riley Bank Farm. His tenancy having ended, he gave notice to the landlord's agent on the 12th March, 1934, of his intention to remove from his holding certain fixtures. A list of items claimed to be fixtures was set forth. Subsequently, the landlord's agent wrote to the landlord's valuer a letter in which he said (*inter alia*) that if the figures could not be agreed "recourse must be had to arbitration," adding: "When we met at Riley Bank, I said I would be responsible for the following items . . ." He mentioned (*inter alia*) a tiled hearth, certain grates and some chestnut pale fencing, and also said: "It is, of course, assumed that reasonable prices can be arranged." In July, 1934, an arbitrator was appointed to settle all questions and differences under the Agricultural Holdings Act, 1923, between the parties. The document appointing him was a printed form headed: "Agricultural Holdings Act, 1923." During the arbitration, the letter from the landlord's agent was produced, and it was stated that the landlord had agreed to take over the fixtures mentioned. A protest was made on behalf of the landlord that the fixtures should not be dealt with. The arbitrator included in his award the items mentioned in the letter. His Honour Judge Whitmore Richards held that certain of these items were not within s. 22 of the Agricultural Holdings Act, 1923, or within the scope of the reference and that their inclusion constituted misconduct justifying the setting aside of the award.

Greer, L.J., dismissing the appeal, said that the matter depended on s. 22 of the Act and its provisoes. The landlord's right under that section to purchase fixtures affixed by the tenant arose when the notice required by the section had been given, and the question how much was to be paid arose under the Act and had to be referred to arbitration under its provisions. It was contended by the respondents that a considerable part of the fixtures here in question were not within s. 22, and that unless there was an agreement binding under the general law of contract to refer the value of the fixtures to the arbitrator who had to deal with these questions under the Act, the arbitrator had no right to deal with them. Moreover, this section did not apply to fixtures erected in place of some fixtures belonging to the landlord, and on the evidence, these items were such. But it was argued on behalf of the appellant that there was, nevertheless, between the landlord and the tenant a submission of these matters to the arbitrator, who was arbitrating on questions properly within the Act, and that he could deal with this claim. According to the facts, the arbitrator was appointed to deal with questions under the Act and not with claims arising in some other way. It did not follow that because it was clear from the claims in the arbitration that the tenant was making a claim which was outside the scope of the Act, that, therefore, both parties agreed that the arbitrator had jurisdiction to deal with it.

Slesser and Roche, L.JJ., agreed.

Counsel: *Aggs*; *Hubert Hull.*

Solicitors: *Lovell, Son & Pitfield*, agents for *Walker, Smith & Way*, of Chester; *George Clarke & Co.*, agents for *Robert Davies & Co.*, of Warrington.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Hodges *v.* Jones.

Luxmoore, J. 5th, 6th, 18th, 19th and 20th June, 1935.

Sale of Land—Conveyance—Alleged Collateral Agreement—Building Estate—Plots Sold—Remainder of Land sold to Company—Registered with Absolute Title—Alleged Agreement as to User of Land not complied with—Injunction claimed—Whether Rectification Applicable—Land Registration Act, 1925 (15 & 16 Geo. 5, c. 21), ss. 3, 20, 70, 82.

A building estate was registered with an absolute title in the name of its owner. Plots were laid out to suit purchasers. In 1926 the plaintiffs purchased a plot which they registered

with an absolute title. Behind it was a strip of land which they conceived would be maintained as tennis courts. They relied on a collateral agreement which they alleged to have been made at the time of the purchase, but of which there was no mention in the contract or in the conveyance. In 1931 the building business and the land which remained unsold were transferred to a company who registered with an absolute title. In 1934 garages were erected on the strip of land. The plaintiffs issued a writ claiming an injunction and damages. At the hearing they obtained leave to amend by claiming rectification of the register.

LUXMOORE, J., in giving judgment, said that the collateral agreement alleged must be carefully examined (see *Erskine* v. *Adeane*, L.R. 8 Ch. 756, and *Heilbut, Symons & Co.* v. *Buckleton* [1913] A.C. 30, at p. 47). The case of *Jameson* v. *Kinnell Bay Land Co.*, 47 T.L.R. 593, relied on by the plaintiffs, was distinguishable. If *Tindall* v. *Castle*, 62 L.J. Ch. 555, was relied on to show that a plan was sufficient representation as to the manner of laying-out, it was opposed to *Feoffees of Heriot's Hospital* v. *Gibson*, 2 Dow. 301. However, no relief could be granted against the company who were purchasers for value and had an indefeasible estate (see Land Registration Act, 1925, s. 20). No restriction was entered on the register and, even if proved, the alleged agreement did not constitute an overriding interest (see ss. 3 (xvi), 70 of the Act). Rectification was inapplicable (see s. 82 (3)). The action must be dismissed, with costs.

COUNSEL: *Grant*, K.C., and *E. Holland*; *Spens*, K.C., and *Sachs*.

SOLICITORS: *Wilkinson, Howlett & Moorhouse*; *Latey & Latey*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Tynedale Steam Shipping Co. Ltd. *v.* Anglo-Soviet Shipping Co. Ltd.

Goddard, J. 3rd July, 1935.

SHIPPING—CHARTERPARTY—ACCIDENT TO CARGO—DAMAGE TO FOREMAST—SHIP PARTIALLY PREVENTED FROM UNLOADING—LOSS OF TIME—CESSER OF HIRE.

Special case stated by arbitrators under s. 9 (1) (*a*) of the Arbitration Act, 1934.

By a charterparty dated the 4th May, 1934, in the form of the Baltic and White Sea Conference Uniform Time Charter, 1912, as revised in 1920, the Anglo-Soviet Company chartered a steamer from the claimant company. By cl. 3 of the charterparty, the charterers were to pay for loading and unloading and incidental expenses, but the steamer was to be maintained with winches and tackle by the owners. By cl. 10, in the event of any measures taken to keep the ship efficient or to repair hull or machinery lasting more than twenty-four hours consecutively, the hire was to cease for the whole period as from the beginning; but if the ship were driven into port or anchorage by stress of weather, or in case of accident to cargo causing detention to the steamer, time thus lost and expenses incurred were to be for the charterers' account even if caused by the owners' default. The following facts were found: The loading was completed on the 4th September. The cargo was properly stowed and securely lashed and the ship was properly navigated. She left Archangel for Liverpool on the 5th with a cargo of timber. On the 17th, as a result of heavy weather, the foredeck cargo and the foremast fell over, and later the starboard foredeck cargo fell overside. On the same day the ship berthed in a temporary berth, and on the 18th cutting away the foremast and discharging the cargo by means of shore cranes was begun. On the 19th discharging continued and the mast was put ashore. On the 20th, the ship having been moved to the dock for which she was originally intended, discharge of the after end of the ship began by means of the ship's winches. Discharge by this means at the fore end was impossible, because the foremast was missing. On the 21st September, floating derricks were hired for discharging the fore end. During this process, discharge of the after end had to cease. The total time taken to discharge the ship exceeded the normal by six days two hours. If the ship had been ordered to a discharging berth with shore cranes, the discharging could, although at extra expense, have been completed in eight days. The court accordingly had to decide whether the charterers were liable for hire for the time taken to discharge and whether they or the owners were liable for the additional expenses of discharge.

GODDARD, J., said that the ship had lost her foremast because the cargo had shifted or for some other reason, so that it had only been possible to discharge the after end of the ship with her own winches. In view of *Burrell and Sons* v. *Green & Co.* [1914] 1 K.B. 293, it would be impossible to hold that the delay had been caused by an accident to the cargo under cl. 10 of the charterparty, and he (his lordship) was of opinion that the ship must be taken as not capable of working when only part of her was capable of working. While there were no winches with which to unload the fore part of the ship, the owners were in breach of their obligation under cl. 3 to maintain winches in an efficient condition. In view of cl. 3 also, he (his lordship) was of opinion that the expense of providing floating derricks, which replaced the absence of the winches, must be borne by the owners. Both questions must accordingly be decided in favour of the charterers.

COUNSEL: *C. T. Miller*, for the shipowners; *H. I. P. Hallett*, for the charterers.

SOLICITORS: *Sinclair, Roche & Temperley*, agents for *Botterell, Roche & Temperley*, Newcastle-on-Tyne; *Pettite, Kennedy & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Executors of Mrs. Katharine L. Timpson *v.* E. H. Yerbury (Inspector of Taxes).

Singleton, J. 5th July, 1935.

REVENUE—INCOME TAX—INCOME RECEIVED FROM TRUST FUNDS IN AMERICA—REMITTANCES OUT OF THE INCOME TO THE BENEFICIARIES' CHILDREN IN THE UNITED KINGDOM—CHILD RESIDENT OUT OF UNITED KINGDOM—REMITTANCES SENT TO HIS BANK IN UNITED KINGDOM—WHETHER PART OF BENEFICIARY'S INCOME—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. D, Case V, r. 2.

Appeal from a decision of Commissioners for the Special Purposes of the Income Tax Acts.

By the will of her grandfather, a citizen of New York, the appellant, Mrs. Timpson, was entitled for life to the income from funds which were in the hands of trustees in New York. The income was from time to time paid to the appellant from New York by the trustees. The whole of the estate came within the law of the State of New York, and was accordingly vested in law and in equity in the trustees. The assessments appealed from were consequently made under Sched. D, Case V, r. 2, of the Income Tax Act, 1918, in respect only of the appellant's income received in or remitted to the United Kingdom. The appellant had several children, one of whom, Theodor, resided outside the United Kingdom; and from time to time during the material years she directed the trustees in New York to pay out of the sums payable to herself various quarterly allowances to the children. All the allowances, including those to Theodor, were remitted to the United Kingdom to the children's banking accounts, or, except in the case of Theodor, to the children direct or to their agents. The question for the court was whether the amounts of these allowances formed part of the appellant's income for purposes of assessment to income tax.

SINGLETON, J., said that in *Sutton* v. *Featherley* [1926] 1 Ch. 28, the Master of the Rolls and Warrington, L.J., had dealt fully with what was necessary to complete a gift *inter vivos*. That case established that a gift of money was not completed by the mere handing over of a cheque. The same applied to the drafts in this case. It followed that the money received as a result of the various gifts only passed to the donees when the drafts were cashed in this country, and that the gifts were therefore made over here. If Mrs. Timpson made the gifts in this country, she must consequently be taken to have received the money here, and tax being payable on sums received by her in this country, the appeal must be dismissed.

COUNSEL: *J. S. Scrimgeour*, for the appellant; *The Solicitor General* (Sir Donald Somervell, K.C., M.P.) and *Mr. R. P. Hills*, for the Crown.

SOLICITORS: *Waterhouse & Co.*; *Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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Questions to Ministers.

UNDEFENDED DIVORCE CASES.

Mr. McKeag asked the Attorney-General whether, having regard to the large number of witnesses from all parts of the country who are called upon to appear in undefended divorce cases which on the average only occupy the time of the court for a few minutes, representations might be made to assize judges to indicate, not later than commission day, the date on which it is proposed to hear these cases.

The Attorney-General (Sir Thomas Inskip): I have brought the hon. Member's suggestion to the notice of the Lord Chief Justice, and am informed that it is at present the practice of the Lord Chief Justice and His Majesty's judges to indicate where possible the date of hearing of these cases. I have no doubt that His Majesty's judges will do all they can to meet the convenience of witnesses in divorce cases. [9th July.

MOTOR-CAR INSURANCE.

Sir John Power asked the President of the Board of Trade when he intends to introduce legislation to provide that insurance companies undertaking third-party motor insurance shall be required to deposit a sum not less than life insurance companies are required to deposit.

The Parliamentary Secretary to the Board of Trade (Dr. Burgin): My hon. Friend will no doubt have seen the Bill to amend the Assurance Companies (Winding-Up) Act, 1933, which was introduced in another place on Wednesday last. The Bill is confined to measures required to meet the immediate needs of the situation and is not concerned with other aspects of insurance law. [9th July.

The Law Society.

ANNUAL GENERAL MEETING.

The annual general meeting of The Law Society was held on the 5th July, at Bell Yard, with Mr. H. R. Blaker, the retiring President, in the chair. The President announced that Sir Harry Goring Pritchard and Mr. Hubert Arthur Dowson were elected unopposed as President and Vice-President respectively of The Law Society.

Sir Harry Pritchard expressed deep gratitude and pleasure at his election. He had prophesied, he said, a year ago that he would enjoy an easy time as Vice-President. It was always pleasant to find one's anticipations realised, and he had only had to deputise for Mr. Blaker on two occasions, the first at a dinner and the second at a meeting of the Council in September when Mr. Blaker had been taking his summer holiday—which had lasted for about one week-end, on account of the pressure of presidential duties. Although as a lawyer, said Sir Harry, he was anxious to follow precedent, he did not propose to follow one which would so drastically shorten his summer holiday. He would, however, follow to the best of his ability every other precedent which his predecessors had set.

Mr. Dowson also expressed an earnest desire to follow in the footsteps of the Presidents and Vice-Presidents of former years, and undertook to place all his energies at the disposal of the Council and of the Society.

Mr. A. C. Morgan, seconding the motion moved by the President to adopt the accounts, said that the accounts for the year under review would have been wholly normal but for two items. The first was for expenditure incurred in connection with the Discipline Committee, £8,350, as against a Treasury grant of £2,500; and the second the repayment to the Society's account of £11,474, the deficit on the articled clerks' account during the war years. He hoped that the large expenditure on the Discipline Committee would prove to be wholly exceptional but, while the Council would continue to get all they could from the Treasury, they had to make up their minds that they would probably have to pay something for the privilege of being masters in their own house. The Society's account showed an increase in income of about £600 over the preceding year, and one of about £3,000 in the last ten years. It showed a debit balance of £1,600 odd, because of the purely notional charge of £4,800 for depreciation of buildings and furniture. The articled clerks' account once more showed a satisfactory credit balance. This was as it should be, seeing that the various changes projected in the educational side of the Society's work in the near future would probably entail increased expenditure. Last year had seen an increase of about £800 in fees for examination. The balance-sheet showed a sound financial position, and all the investments now had a definite date for redemption. The comparatively new poor persons account involved multitudinous small entries, and Mr. Ryle, the chief cashier, deserved much credit for his painstaking work in entering them.

The accounts were received and adopted without comment, and the President moved the adoption of the annual report, subject to a verbal amendment in the section on the Moneylenders' Acts. The report, as printed, said that the Council had requested the Chairman of the Board of Customs and Excise to consider the possibility of making available for public use the means of those to whom licences had been granted. Although, remarked Mr. Blaker, the Council would welcome the fullest knowledge of the means of licensees, it would have to be content with the publication of their names.

Mr. Blaker reported that the membership of the Society now stood at 10,684, out of a total of 15,941 practising solicitors. The Council felt that this increase was a recognition—the only recognition they desired—of the work which they did for their profession. The greater the proportion of members to the total number of solicitors, the more difficult did it become to increase the membership. A firm of solicitors secured a good many of the material advantages of membership of the Society even if one partner only belonged to it. They hoped, however, that the membership would continue to increase as steadily as it had increased in the last twenty-five years. The annual report for 1910 had shown the figure as 8,794, of whom 4,070 were London members and 4,724 country members. The present membership was made up of 4,293 London solicitors and 6,391 country solicitors. The increase in twenty-five years was 223 London solicitors and 1,607 country members. To himself, a country member, this increase was exceedingly gratifying, for it showed that the provinces appreciated the work which the Council were doing on their behalf.

On the occasion of their Majesties' Silver Jubilee the Council had forwarded a contribution of £1,000 to King George's Jubilee Trust. The alternative would have been to celebrate the occasion by some form of entertainment, but in view of the intimation of their Majesties that they would prefer the contribution to be made to the Trust, and in response to the Prince of Wales' appeal, this course had been chosen.

Unqualified Conveyancers.

In January last, he recalled, Mr. C. L. Nordon had moved a resolution relating to the preparation of legal documents by unqualified persons, and another dealing with the non-attendance of counsel at cases in which they had been briefed. Both these resolutions had been referred by the Council to the Professional Purposes Committee. The second resolution had been sent to the General Council of the Bar with a request for observations. With regard to the first resolution, the President had immediately asked Mr. Nordon to give him concrete proposals for the steps which the Council could most effectively take to achieve the purposes of the resolution. Mr. Nordon had found himself unable to forward his suggestions until the middle of last May, and he had then suggested that a Bill should be promoted by the Council to penalise any unqualified person who received or claimed remuneration for the preparation of legal documents of a description to be specified in a Schedule. The Schedule would include all legal documents which solicitors were accustomed to prepare, with provision for variation or addition from time to time by the Rules Committee of the Supreme Court, or by the Master of the Rolls on the joint representation of the Council of The Law Society and the General Council of the Bar. The most important question, of course, was as to the actual documents which were to be specified in the Schedule. Mr. Nordon had specified a number of documents, and his suggestions had been very carefully considered by the Committee, which had made recommendations to the Council. The President inclined personally to the view that, before considering the introduction of legislation, the Council should ascertain the extent to which the Chartered Surveyors' Institution, the Auctioneers' and Estate Agents' Institute and other kindred societies were prepared to co-operate to protect the public from unskilled persons. He testified to the willingness of those bodies to co-operate with The Law Society in every reasonable direction.

The Council had published in "The Law Society's Gazette" for March, 1934, an expression of their views on the great evils which the profession suffered from touting for business, undercutting professional charges and sharing charges with unqualified persons. Since then the Council had been giving constant consideration to this matter, and had included in their consideration another very serious evil: the activities of so-called "legal aid societies." They had debated whether these evils could not be combated by means of rules made under s. 1 of the Solicitors Act, 1933. They had drafted a set of rules and submitted them to the provincial law societies and the City of London Solicitors' Company.

Earl Peel's Royal Commission which was inquiring into the state of business in the King's Bench Division, and particularly into the working of the circuit system, was still hearing evidence and, like the Wheat Commission, was sifting the grain from the chaff. The Council's view was that, while there certainly existed assize towns in which it was hardly necessary to hold an assize more than once a year, and while a system of grouping and alternating might usefully be devised, they were not in favour of withdrawing the assize entirely from any county. There were now 19 puisne judges in the King's Bench Division, and the Council had not felt called upon to press for an increase.

The Lord Chancellor had intimated to the Council that he proposed to act on the report of Lord Tomlin's Committee—that if registration of title were to be extended, Middlesex would be a suitable county—and had inquired whether the Council wished a public inquiry to be held on the subject. The Council, after consultation with the provincial societies, had come to the conclusion that no good purpose would be served by such an inquiry, and that they would not oppose registration of title in Middlesex, provided that it was clearly understood that their right to apply for an inquiry with regard to any future extension remained unaffected.

At the January Meeting, said the president, he had referred to the case of *McInnes* v. *Commissioners of Inland Revenue* (1934), S.L.T. 365 (see also "A Conveyancer's Diary," 78 SOL. J. 815), which had affected the subject of stamp duty on conveyances of building plots.

Since then, this decision has been modified by the case of *Kimber & Co.* v. *Commissioners of Inland Revenue* (1935), 79 SOL. J. 402, reported in "The Law Society's Gazette" of May last and dealt with in an article in "Law Notes" for June. He hoped that the result of the new decision would be to remove the difficulties from which solicitors had suffered.

The Standing Committee appointed under the chairmanship of the Master of the Rolls had reported on the question of the liability of a husband for the torts of his wife and the Law Reform (Married Women and Tort-feasors) Bill was now being considered in Parliament. This Bill did not deal with the subject of husbands and wives' joint incomes for the purposes of assessment of income tax. Possibly this matter might be dealt with by a Finance Bill.

Mr. Blaker concluded his address with expressions of gratitude to all his colleagues and the staff for the support they had given him during his year of office. He expressed the hope that he had fulfilled his promise to keep the goal of the Society intact. He had taken particular pride and pleasure in holding office during the Jubilee year. Having had his innings, he returned cheerfully to his place in the field, hoping that he might still be of some use to the profession whose welfare and interests he had so much at heart.

Sir HARRY PRITCHARD seconded the motion.

CRITICISM OF ARTICLED CLERKS' PROVISIONS.

Mr. BARRY O'BRIEN commented forcibly on the section of the report which set out the draft Solicitors' Bill, 1935, intituled "An Act to amend the law relating to Solicitors." Without offence to any member of the Council or anyone responsible for the preparation of the Bill, he suggested that a more apt description would be "An Act to further restrict the freedom and privileges of practising solicitors." Not more than two years ago members of the Society had submitted—some of them under protest—to an Act laying down the manner in which they should keep their accounts. The new Bill proposed to regulate the manner in which articled clerks, the pupils of the profession, should be trained. Under cl. 2 the Council would require a sort of certificate of character before the solicitors to whom the candidate proposed to be articled would be allowed to take him. The clause seemed to Mr. O'Brien a calculated insult to the practising members of his profession. If they were not to be allowed to select their articled clerks, or to use their own knowledge and judgment of character, a very serious state of affairs had been reached. The ordinary evidence of character, as employers understood it, called for from an applicant for a post might be valuable or might be absolutely worthless. If the object of the Council was to keep the numbers down—for the profession was admittedly grossly overcrowded—they should make their object clear by some sort of announcement before allowing the pupil to pass his examination. Why, he asked, did they not do what had been done for many years with success in the Navy: appoint a committee from among the wise and able gentlemen who sat on the Council to interview every applicant for articles and see whether he was likely to develop into a suitable solicitor? Moreover, the provision for cancelling the articles under cl. 3 had no reference to the position of the pupil's parents.

Clause 9 (4) dealt with alterations in the system of education for articled clerks provided by the Society. Many solicitors had found that that period of a young solicitor's training which was passed in the office was the most important part of the course. This work was seriously hampered by the amount of time which he had to spend in The Law Society's building, attending classes. His experience had been that after a pupil had attended all the lectures in the School of Law, he had to go to one of the old-fashioned law coaches before he could pass even his intermediate examination. A perfect system of legal education would render this unnecessary. Finally, if the Council proposed to continue restricting the manner in which a respectable profession could conduct its affairs, he suggested that the next step was to require a solicitor who proposed to enter into any partnership whatever, even matrimony, to supply a full certificate of character of his proposed partner. After all, she might well be the mother of future solicitors. He concluded by stating that the concentration of students had been seriously disturbed by the working of a pneumatic drill in the street outside, and he hoped that for the greater efficiency of their education the Secretary would deal with the matter, possibly by application for an injunction, or by sending students to the silence and freedom of Hampton Court for their examinations.

The PRESIDENT, in reply, said that Sir Edmund Cook should know all about the evil effects of pneumatic drills, as he had had one under his window for a considerable time. He himself had suffered from one at 60, Carey-street. The other points raised by Mr. Barry O'Brien had been very carefully considered and the Bill had been approved by the provincial law societies.

The Report was adopted.

Mr. BARRY O'BRIEN moved a hearty vote of thanks to the retiring President, which was carried with acclamation.

The auditors, Mr. J. S. Chappelow, Mr. E. S. Bristowe and Mr. N. E. Barraclough, were re-elected, and the President announced a poll for the election of twelve members of the Council, thirteen nominations having been received; the result to be laid before an adjourned meeting on the 18th July.

Members of Council present were: Mr. H. R. Blaker, Henley-on-Thames; Sir Harry Pritchard; Mr. R. A. Pinsent, Birmingham; Sir Charles Morton, Liverpool; Sir Roger Gregory; Sir Philip Martineau; Sir Reginald Poole; Mr. H. A. Dowson, Nottingham; Mr. C. G. May; Mr. A. M. Ingledew, Cardiff; Mr. H. H. Scott, Gloucester; Lt.-Col. S. T. Maynard, Brighton; Mr. F. E. J. Smith; Mr. R. F. W Holme; The Rt. Hon. Sir Dennis Herbert, M.P.; Mr. G. S. Pott; Mr. E. E. Bird; Mr. F. H. E. Branson; Mr. T. H. Bischoff; Mr. A. C. Morgan; Mr. D. T. Garrett; Mr. B. H. Drake; Col. W. M. Smith, D.S.O., Sheffield; Mr. W. A. Gillett; Mr. R. Armstrong, Leeds; Mr. P. R. Longmore, Hertford; Mr. H. N. Smart; Mr. W. E. M. Mainprice, Manchester; Mr. P. D. Botterell; Mr. D. L. Bateson, M.C.; Mr. F. J. Curtis, Leeds; Mr. H. C. Haldane; Mr. W. A. Coleman, Leamington Spa; Mr. W. R. Mowll, Dover; Mr. F. H. Jessop, Aberystwyth; Mr. W. C. Norton, M.C.; Mr. W. S. Clarke, Bristol.

Societies.

Gray's Inn.

GREAT GRAND NIGHT.

His Royal Highness the Duke of Gloucester, who is a Bencher of Gray's Inn, dined with the Treasurer (Mr. Bernard Campion, K.C.) and the Benchers in Hall on Friday, the 5th July, the occasion being the Great Grand Night of Trinity Term. The following guests were present: His Excellency The Belgian Ambassador (Baron E. de Cartier de Marchienne), His Grace The Most Rev. and Right Hon. The Lord Archbishop of Canterbury, The President of the Royal College of Physicians (The Right Hon. Lord Dawson of Penn, G.C.V.O., K.C.B., K.C.M.G.), The Master of the Rolls (The Right Hon. Lord Hanworth, K.B.E.), The Right Hon. Winston Churchill, C.H., M.P., His Highness The Right Hon. The Aga Khan, G.C.S.I., G.C.I.E., G.C.V.O., The Hon. Lord Hunter, Sir William Bragg, O.M., K.B.E., F.R.S., The Recorder of London (Sir Holman Gregory, K.C.), Mr. R. M. Holland-Martin, C.B., The Headmaster of Eton (Mr. C. A. Elliott, O.B.E.), Captain Howard Kerr, M.V.O., O.B.E. (Equerry to Master H.R.H. The Duke of Gloucester).

The Benchers present, in addition to His Royal Highness and the Treasurer, were Sir Miles Mattinson, K.C., The Right Hon. Lord Atkin, Sir Montagu Sharpe, K.C., Sir Cecil Walsh, K.C., Mr. R. E. Dummett, The Right Hon. Lord Thankerton, The Right Hon. Lord Greenwood, K.C., The Hon. Vice-Chancellor Sir Courthope Wilson, Mr. W. N. Tilley, K.C., The Right Hon. Lord Morison, Mr. James Whitehead, K.C., Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Noel Middleton, Sir Albion Richardson, C.B.E., K.C., Mr. R. Warden Lee, The Right Hon. Sir Shadi Lal, with the Preacher (The Rev. Canon F. B. Ottley, M.A.), and the Under-Treasurer.

The Hardwicke Society.

A meeting of the Society was held on Friday, 28th June, at 8.15 p.m., in the Middle Temple Common Room, the Treasurer, Mr. T. H. Mayers, in the chair. Mr. J. Reginald Jones moved: "That the destruction of inherited wealth by excessive death duties is detrimental to the nation." Mr. J. M. Symmons opposed. There also spoke Mr. J. A. Petrie, Mr. F. P. Howard, Mr. Rawlins, Mr. Southall, Mr. Buller and Mr. T. H. Mayers. The hon. mover having replied, the house divided, and the motion was carried by one vote.

A meeting of the Society was held on the 4th July, 1935, at 8.15 p.m. in the Middle Temple Common Room, the President, Mr. A. Newman Hall, in the chair. Mr. A. L. Ungoed-Thomas (ex-President) moved: "That this House deplores the Anglo-German Naval Agreement." Mr. T. K. Wigan (L.I.) opposed. There also spoke: Prince Lieven, Mr. T. H. Mayers (Hon. Treasurer), The Hon. F. P. Howard (Hon. Secretary), Mr. L. MacLaren (visitor), Mr. A. Newman Hall (President), Mr. J. Garrard (visitor) and Mr. C. E. Llewellyn Thomas. The hon. mover having replied, the house divided, and the motion was negatived by two votes.

The North Staffordshire and District Law Society Limited.

The annual meeting of The North Staffordshire and District Law Society, Limited, was held on the 25th June, when the following officers were elected for the ensuing year: President, Mr. G. W. Huntbach; Vice-President, Mr. W. H. Abberley; Honorary Secretary, Mr. F. L. Dickson; Honorary Treasurer, Mr. G. W. Huntbach; Honorary Auditors, Messrs. P. J. McKnight and J. F. Moxon.

Law Association.

The usual monthly meeting of the Directors was held on the 1st July, Mr. Guy H. Cholmeley in the chair. The other Directors present were: Mr. E. Evelyn Barron, Mr. E. B. V. Christian, Mr. Arthur E. Clarke, Mr. W. Alan Gillett, Mr. Ernest Goddard, Mr. G. D. Hugh Jones, Mr. C. D. Medley, Mr. J. E. W. Rider, Mr. John Venning and Mr. William Winterbotham. A sum of £217 was voted in relief of deserving applicants and other general business was transacted.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. F. BERTRAM REECE be appointed Recorder of Birkenhead, to succeed Mr. C. T. Wilson, who has been appointed a Metropolitan Police Magistrate. Mr. Reece was called to the Bar by the Inner Temple in 1914.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. VICTOR GOSSELIN CAREY shall be appointed Bailiff of Guernsey, in succession to the late Mr. Arthur W. Bell.

Mr. C. T. LE QUESNE, K.C., has been elected Master of the Library of the Inner Temple, and SIR JOHN GREIG LATHAM, K.C., has been elected an Honorary Master of the Bench.

SIR HENRY CURTIS BENNETT, K.C., has been appointed chairman of the Essex Quarter Sessions, following the retirement of Mr. Collingwood Hope, K.C., the chairman since 1921. Sir THOMAS FOWELL BUXTON has been appointed deputy-chairman.

Mr. K. C. NEOGY, an advocate of the Calcutta High Court, has been appointed Dewan of Mayurbhanj, one of the Orissa feudatory states.

Mr. JOHN FRANCIS GUILE, Clerk and Solicitor of the Huyton-with-Robey Urban District Council, has been appointed Clerk and Solicitor of Hayes and Harlington Urban District Council. Mr. Guile was articled to Mr. J. Ingram Dawson, of Messrs. Dawson and Hicks, Barnard Castle, and was admitted in 1927. He was appointed Clerk and Solicitor of the Hucknall Urban District Council in 1928, and was appointed Clerk of the Huyton-with Robey Urban District Council in 1934.

Mr. R. RALPH TREDGOLD, solicitor, of Messrs. Tredgolds and Idris, Lincoln's Inn Fields, has been appointed a Commissioner for Oaths for the Supreme Court of South Africa (all provincial districts) and also for the High Courts of Northern Rhodesia and Southern Rhodesia.

Mr. ARTHUR BOCKETT, solicitor, of Messrs. Smith, Rundell, Dods & Bockett, John Street, Bedford Row, has been appointed London Deputy for the Under-sheriff of Carmarthenshire.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

At a council meeting of the Insurance Institute of London held on 3rd July, Mr. W. Palin Elderton was elected president and Mr. A. G. Sweet deputy president for session 1935-36.

The annual dinner of the Hardwicke Society was held at the Hyde Park Hotel last Wednesday. Mr. A. Newman Hall (president) in the chair. It is hoped to publish a report of the speeches in our next issue.

Mr. G. Granville Sharp has been adopted prospective Liberal candidate for the Epping Division of Essex—Mr. Winston Churchill's constituency—in succession to Mr. A. S. Comyns Carr, K.C., who has retired.

A dinner was held last Wednesday in Lincoln's Inn Hall to celebrate the fiftieth anniversary of the *Law Quarterly Review*. Professor A. L. Goodhart, the editor, presided. We hope to publish a report of the speeches in our next issue.

The directors of Midland Bank Limited announce an interim dividend for the half-year ended 30th June last at the rate of 16 per cent. per annum, less income tax, payable on 15th July next. The same rate of dividend was declared a year ago.

The retiring chairman of the London Court of Arbitration, Mr. A. S. Juniper, who entertained members of the court at luncheon at Girdlers' Hall recently, was presented with a silver salver in recognition of his services as chairman since February, 1934.

At the recent annual general meeting of the Land Agents' Society, at which Sir Archibald Weigall presided, Mr. Leslie R. Pym, agent for the Llanover Trust Estates, was elected president, and Mr. Tristram W. Haward, agent for Lord Sefton at Croxteth, Liverpool, vice-president.

The treasurer, Sir Lynden Macassey, and Viscount Rothermere, of the Honourable Society of the Middle Temple, held a ball in the Middle Temple Hall last Tuesday (by permission of the Masters of the Bench of the Middle Temple). The guests were received by Sir Lynden and Lady Macassey and Viscount Rothermere.

The Minister of Health draws attention to the fact that the half-yearly contribution period under the National Health Insurance Act ended last Sunday. He invites the co-operation of all employers in seeing that the contribution cards of employees are duly stamped and handed to the insured persons as soon as possible.

Last Saturday was the fourth centenary of the death of Sir Thomas More, when a solemn Mass of Thanksgiving was sung at Westminster Cathedral. The Mass was arranged by the Thomas More Society and was attended by Lord Russell of Killowen, the president of the society, and by members of the Bench and the Bar of England.

The following awards have been made in the Faculty of Laws at University College, London:—

Entrance Scholarship: D. Sacker, Tottenham County School.

English Law: Hurst Bequest Essay Prize, D. Lloyd.

Jurisprudence: Joseph Hume Scholarship, J. Gold.

At the annual conference of the Urban District Councils Association at Clacton recently, the question of a suitable title for the chairman of an urban district council was discussed. It was decided that the executive council should choose one and submit it to the conference next year for approval. One suggestion made was that of "Town Warden."

The nineteenth annual report (1934-35) of the executive committee of the National Central Library has recently been issued. The number of volumes in the Library had increased from 115,264 to 121,719. During the year 50,547 books were issued to libraries and individual readers, exclusive of 10,640 issued to adult classes. The figure represented a decrease of 2,544 on the previous year's total of 53,091.

The election of Mr. Sydney Parkes, a joint general manager of Lloyds Bank, as Alderman in the Ward of Coleman Street in the City of London, was disallowed at a meeting of the Court of Aldermen last Tuesday, the reason being that, having regard to the fact that he held an executive office in a public company, he would not, in the judgment of the Court of Aldermen, be sufficiently master of his own time to carry out the duties of an Alderman.

The Lord Chief Justice, on the 5th July, referred to statements which had been made to the effect that there are considerable arrears of work in the King's Bench Division. His lordship said that the talk about the matter was amusing, but incorrect. Some years ago the arrears in the Division amounted to as many as 2,000 cases. That was reduced to about 1,000, and at the present time it was not more than 600. He was now repeatedly dealing with applications for the postponement of cases.

The Northern Ireland House of Commons last Wednesday passed the Ulster Summary Jurisdiction and Criminal Justice Bill in its final form ready for the Royal Assent. The main provisions abolish the majority of the judicial functions of unpaid Justices of the Peace, their places to be taken by paid resident magistrates. A petition is to be sent to the King, says *The Times*, claiming that the Bill is *ultra vires* and that the Government has no power to interfere with justices, who are appointed by the King.

The Colonial Legal Service List (1st ed., 1935) has recently been issued by the Colonial Office, and is obtainable from H.M. Stationery Office, price 9d. The service was constituted as a unified branch of the Colonial Service by the Secretary of State for the Colonies on 1st July, 1933. A schedule has been drawn up of offices and is appended to the "special regulations" for the service. Amendments of the schedule are shown in a separate list, and there is also a list of members of the service, with biographical records.

An interesting innovation has been inauguarated by the Benchers of Gray s Inn, who have appointed one of themselves to act as Tutor and Adviser to their Students. A circular notice of this arrangement states that Students of Gray's Inn who intend to practice at the Bar are expected to take an early opportunity of calling upon the Tutor, Master R. Storry Deans, a Bencher of the Society. Master Storry Deans will be in his chambers at 3, Elm Court, Temple (Telephone Central 8701) by appointment every day in the Law Sittings except on Saturdays, in order to advise Students as to examinations, scholarships and other matters in connection with their membership of the Inn and their careers at the Bar.

Mr. Algernon Percy Sewell, solicitor, of Ashford, Kent, Registrar of Ashford County Court, left £21,201, with net personalty £18,358.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part I.	MR. JUSTICE BENNETT. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
July 15	Blaker	Andrews	*More	Andrews
„ 16	More	Jones	*Ritchie	*More
„ 17	Hicks Beach	Ritchie	*Andrews	Ritchie
„ 18	Andrews	Blaker	More	*Andrews
„ 19	Jones	More	*Ritchie	More
„ 20	Ritchie	Hicks Beach	Andrews	Ritchie

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness	MR. JUSTICE CLAUSON Non-Witness	GROUP II. MR. JUSTICE LUXMOORE Witness Part II.	MR. JUSTICE FARWELL. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
July 15	Ritchie	Hicks Beach	*Blaker	*Jones
„ 16	Andrews	Blaker	Jones	*Hicks Beach
„ 17	More	Jones	*Hicks Beach	*Blaker
„ 18	Ritchie	Hicks Beach	Blaker	*Jones
„ 19	Andrews	Blaker	*Jones	Hicks Beach
„ 20	More	Jones	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 25th July, 1935.

	Div. Months.	Middle Price 10 July 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	115¾	3 9 1	3 0 2
Consols 2½%	JAJO	86	2 18 2	—
War Loan 3½% 1952 or after	JD	106⅝	3 5 8	3 0 0
Funding 4% Loan 1960-90	MN	118⅜	3 7 4	2 18 7
Funding 3% Loan 1959-69	AO	104¼	2 17 6	2 15 3
Victory 4% Loan Av. life 23 years	MS	117¼	3 8 3	2 19 1
Conversion 5% Loan 1944-64	MN	122	4 2 0	2 1 6
Conversion 4½% Loan 1940-44	JJ	112	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	108¼	3 4 8	3 0 8
Conversion 3% Loan 1948-53	MS	106	2 16 7	2 9 1
Conversion 2½% Loan 1944-49	AO	102¼	2 8 10	2 3 11
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	369½	3 4 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	99	3 10 8	—
India 3% 1948 or after	JAJO	87	3 9 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 16 9
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 17 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111	4 1 1	2 12 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 8 10
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	113	3 10 10	3 1 0
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 7
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 0 10
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	84	2 19 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½	3 2 2	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101	2 9 6	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
* Do. do. 3% "B" 1934-2003	MS	99½	3 0 4	3 0 4
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 7
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	135½	3 13 10	—
Gt. Western Rly. 5% Preference	MA	122½	4 1 8	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113½	3 10 6	3 4 10
Southern Rly. 5% Guaranteed	MA	135½	3 13 10	—
Southern Rly. 5% Preference	MA	122	4 2 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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